AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, March 28, 2023, 10:30 AM

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

   Pastor Chris Farmer, First Baptist Church of Dawes

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

   March 21, 2023

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

    Request of Catherine Reaves for a waiver of the Noise Ordinance at 15 Japonica Avenue on April 8, 2023, from 4:00 p.m. - 9:00 p.m. (District 1)

    Request of Amanda Nadeau for a waiver of the Noise Ordinance at Bragg Mitchell Mansion on April 29, 2023, from 6:30 p.m. - 11:00 p.m. (District 1)

    Request of Savannah Nichols for a waiver of the Noise Ordinance at Mardi Gras Park on April 2, 2023, from 7:00 a.m. - 11:00 a.m. (District 2)

    Request of Jadice Taylor for a waiver of the Noise Ordinance at Lyons Park on April 8, 2023, from 2:00 p.m. - 6:00 p.m. (District 2)

    Request of Quinton Cross for a waiver of the Noise Ordinance at Cooper Riverside Park on April 8, 2023, from 11:00a.m. - 3:30 p.m. (District 2)

    Request of Cameron Williams for a waiver of the Noise Ordinance at Cooper

Riverside Park on April 29, 2023, from 12:00 p.m. - 4:00 p.m. (District 2)

Request of Kelli Curry / Ben C. Rain High School for a waiver of the Noise Ordinance at Arlington Park on May 11, 2023, from 11:00 a.m. - 2:00 p.m. (District 3)

11. PUBLIC HEARINGS

Public hearing to rezone property located at 6815 Cary Hamilton Road from R-A to I-1 (District 4).

Public hearing to amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022 (District 2).

Public hearing to declare the structure at 1017 Donald Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1852 Mott Street, S. a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 301 N. Ann Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1003-B Houston Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 4019 Tulsa Drive a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 2077 Victory Drive, W. a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 5651 Stegal Street a public nuisance and order it demolished (District 4).

Public hearing to fix costs for demolition of structures at 2775 Springhill Avenue, f/k/a 2773 Springhill Avenue; $55,736.09 (District 1).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Dr. Roxanne Hannon-Odom - Provide information about the Mobile Alumni Chapter of Delta Sigma Theta Sorority, Inc.'s contributions to the community.

Derick Payne - Requesting the status of repairing the fields at Hero's Park.

Creola Ruffin - Concerns about holding the Gulf Coast Ethnic and Heritage Jazz Festival at Cooper Riverside Park this year.

Reverend David Edwards - Present the pros and cons of annexation.

Reverend Bobby Brown - Request clarification on the Council and Mayor's intentions regarding annexation.

Beverly Cooper - Offer concerns regarding the annexation study maps that were provided.

Kyle Bedwell - Worried about important land being developed into storage unit developments and the Future Land Use Map.

13. ORDINANCES HELD OVER

88-014 Authorize the conveyance of City-owned property located at 2451 Fillingim St. not now needed for public or municipal purposes (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Carleen Stout-Clark, Real Estate Dept.).

14. CONSENT RESOLUTIONS HELD OVER

31-300 Authorize a grant application to the U.S. Department of Justice/Bureau of Justice Assistance for the FY23 Connect and Protect: Law Enforcement Behavioral Health Response Program; $550,000.00 (match requirement will be provided in full by AltaPointe Health) (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

03-339 Concur in the re-appointment Mary Stewart Nelson to the AltaPointe Health Systems, Inc. Board (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

15. CIP RESOLUTIONS HELD OVER

21-323 Authorize contract with Watermark Design Group, LLC for design of the new Toulminville Fire Station; $143,400.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

16. RESOLUTIONS HELD OVER

01-324 Authorize agreement with Kenneth Hussey to provide racquet stringer services for Parks & Recreation Department; $70,000.00 per year (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Rec. Dept.).

01-325 Authorize agreement with Dustin Scott to provide racquet stringer services for Park & Recreation Department; $40,000.00 per year (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Rec. Dept.).

08-326 Approve purchase order to CDW Government, LLC for annual renewal of Microsoft Windows licenses; $26,247.20 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-327 Approve purchase order to CDW Government, LLC for annual renewal

of Microsoft 365 licenses; $383,226.91 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-328 Approve purchase order to Safeware, Inc. for hazmat detection devices and monitors for MFRD; $96,551.75 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-329 Approve purchase order to Stivers Ford Lincoln, Inc. for 7 Ford Supercrew Pickup Trucks; $237,909.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-330 Re-allocate funds from Capital Project Engineering, ROW, & Testing to Grant Fund USA Special Event Traffic Plan to develop special events traffic plans for City streets; $40,000.00 (sponsored by Councilmembers Jones & Gregory and Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

21-331 Authorize contract with The Madina Group Consulting, LLC for implementation of a regional recycling education and marketing program; $48,500.00 (sponsored by Mayor Stimpson) (submitted by Casi Callaway, Chief Resilience Officer).

21-332 Authorize contract with Rolin Construction, Inc. for Softwash of the exterior at the Arthur R. Outlaw Convention Center; $80,294.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-333 Authorize contract with Howard Technology Solutions for cybersecurity services; NTE $40,000.00 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT Dept.).

37-334 Consider a Certificate of Public Convenience and Necessity to Lee Anthony Clarke to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

45-335 Accept "Leighton Place Drive" of Leighton Village for City maintenance (sponsored by Mayor Simpson) (submitted by Nick Amberger, Engineering Dept.).

60-336 Authorize Settlement Agreement and Release of Claims; Bryant (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

17. ORDINANCES BEING INTRODUCED

64-015 Amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022 (sponsored by Councilmember Carroll).

64-016 rezone property located at 6815 Cary Hamilton Road from R-A to I-1

(sponsored by Councilmember Reynolds).

34-017 Ordinance to levy taxes for this tax year beginning October 1, 2023, and for successive years, on all real and personal property and intangibles located in certain areas within the corporate limits of the City of Mobile and to except from such taxes other areas within the corporate limits of the City of Mobile (sponsored by Mayor Stimpson).

18. CONSENT RESOLUTIONS BEING INTRODUCED

03-340 Appoint Bill Agerton to the Mobile Museum of Art Board (sponsored by Councilmember Reynolds) (submitted by Lisa C. Lambert, City Clerk).

03-341 Appoint John Williams to the Water and Sewer Board of Commissioners (sponsored by Councilmember Reynolds) (submitted by Lisa C. Lambert, City Clerk).

37-342 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to BudyBee Hookah and IceBar Lounge, 5441 U. S. Hwy 90 (sponsored by Councilmember Reynolds).

40-343 Declare the structure at 1017 Donald Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-344 Declare the structure at 1852 Mott Drive, S. a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-345 Declare the structure at 301 N. Ann Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-346 Declare the structure at 1003-B Houston Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-347 Declare the structure at 4019 Tulsa Drive a public nuisance and order it demolished (sponsored by Councilmember Small).

40-348 Declare the structure at 2077 Victory Drive, W. a public nuisance and order it demolished (sponsored by Councilmember Small).

40-349 Declare the structure at 5651 Stegal Street a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-350 Fix costs for demolition of structures at 2775 Springhill Avenue, f/k/a 2773 Springhill Avenue (sponsored by Councilmember Penn).

58-351 Assess Cost for removal of weeds, Weed Lien Group 1636.

60-352 Approve award of special bonus to the Administrative Services Employee of the Month; Gillespie (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services Dept.).

60-353 Determine an appropriation to Bay Area Women's Coalition, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-354 Determine an appropriation to Trinity Gardens Falcons Athletics serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-355 Determine an appropriation to Main Street Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-356 Determine an appropriation to CASA Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Rebecca Christian, Accounting Dept.).

60-357 Determine an appropriation to Historic Mobile Preservation Society serves a public purpose and approve payment (sponsored by Councilmember Jones) (submitted by Rebecca Christian, Accounting Dept.).

60-358 Determine an appropriation to The PACT Theatre Company Foundation serves a public purpose and approve payment (sponsored by Councilmember Jones) (submitted by Rebecca Christian, Accounting Dept.).

19. RESOLUTIONS BEING INTRODUCED

08-359 Approve purchase orders for fuel for the WAVE Transit (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-360 Approve purchase order to Sunbelt Fire, Inc. for bunker gear for MFRD; $34,944.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-361 Approve purchase order to Empire Truck Sales, LLC for a concrete truck for Public Services Maintenance; $150,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-362 Approve purchase order to CDW Government, LLC for annual renewal of Netmotion Network Mobility software for MIT; $15,900.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-363 Approve purchase order to Insight Public Sector for 65 Elitebook Laptops for MPD; $32,628.70 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-364 Approve purchase order to Starke Motorcars, LLC for 40 Chevrolet Tahoe Police Package SUVs for MPD; $2,359,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-365 Allocate funds from the Storm Water Fund to Capital Project Municipal Storm Water Fees Project for various projects; $2,726,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Gill Mallory, Capital Projects).

09-366 Allocate funds from Capital Improvement Reserve to Capital Project I-65 and I-10 Lighting Improvements; $500,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

21-367 Authorize change order with InLine, LLC for LED fixture replacement for interstate street lights; $422,149.15 (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

21-368 Authorize contract with Tetra Tech, Inc. for disaster debris removal monitoring and consulting services (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

21-369 Authorize contract with Kimley-Horn and Associates, Inc. for engineering services for Transportation Planning Study for game day and special events at the University of South Alabama; $199,909.00 (sponsored by Councilmembers Jones & Gregory and Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

21-370 Authorize contract with Dell Consulting, LLC for electrical upgrades at Copeland Cox Tennis Center; $34,610.00 combined (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

25-371 Grant permanent and temporary easements to the Mobile Area Water & Sewer System for Eslava Creek Trunk Sewer Upgrades (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Nick Amberger, Eng. Dept., & Carleen Stout-Clark, RE Dept.).

20. CALL FOR PUBLIC HEARINGS

41-372 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to Comfort Transport, LLC to operate a shuttle service (scheduled for April 11, 2023).

21. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/10/2023 - 12:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/23/2023 - 11:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Reaves	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/23/2023 - 3:16 PM

CITY CLERK DEPARTMENT
2023 MAR 23 PM 1:11

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: Catherine Reaves
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 334-558-4076

Organization (if applicable) N/A

Mailing Address of Applicant 15 Japonica Ave, Mobile, AL 36604

Telephone No. 334-558-4076 E-mail address catherinereaves1@gmail.com

Location or address of event where amplification will be used:

15 Japonica Ave, Mobile, AL 36604

Date of Event: 4/8/2023 Starting Time: 4:00pm Ending Time 9:00pm

(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 ✓ NO

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Nadeau	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/23/2023 - 11:45 AM

CITY CLERK DEPARTMENT
2023 MAR 21 PM 12:43

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: Amanda Nadeau
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-656-6251 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 100 Vanderbilt Dr. Mobile, AL 36608

Telephone No. _____ E-mail address amandanadeau9@gmail.com

Location or address of event where amplification will be used:
Bragg Mitchell Mansion
1906 Springhill Ave. Mobile, AL 36607

Date of Event: 4/29/23 Starting Time: 6:30p Ending Time 11p

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

Type of Event: Wedding Reception

Do you plan to sell alcohol at this event? _____ YES ✓ 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

D1

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Nichols	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/23/2023 - 11:56 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Savannah Nichols
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-408-5848

Organization (if applicable) _____

Mailing Address of Applicant 10339 Brodick Loop

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

Location or address of event where amplification will be used:
Mardi Gras Park

Date of Event: 4/2/23 Starting Time: 7 AM Ending Time 11 AM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: yoga class

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2023 MAR 20 AM 8:32

02

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Taylor	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/23/2023 - 11:58 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Jadice Taylor
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 678-920-0115

Organization (if applicable) Hibbett Sports

Mailing Address of Applicant 5451 Halls Mill Rd 36619

Telephone No. _____ E-mail address Jadice.Taylor@yahoo.com

Location or address of event where amplification will be used:
~~Medal Off~~ Lyons Park

Date of Event: 4/8/23 Starting Time: 2pm Ending Time 6pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Easter Egg Hunt

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK'S DEPARTMENT
2023 MAR 17 AM 10:48

D2

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Cross	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/23/2023 - 11:47 AM

CITY CLERK DEPARTMENT
2023 MAR 22 PM 1:42

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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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: Quinton Cross
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-648-0326

Organization (if applicable) Christian Benevolent Funeral Home

Mailing Address of Applicant 201 N. Hamilton St. Mobile, AL 36603

Telephone No. 251-432-6528 E-mail address mrcross1884@gmail.com

Location or address of event where amplification will be used:
Cooper Riverside Park

Date of Event: 4-8-2023 Starting Time: 11am Ending Time 3:30Am

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

Type of Event: Easter egg Hunt

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/23/2023 - 11:51 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Curry	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/23/2023 - 11:54 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

Name of Applicant: Kelli Curry/ Ben C. Rain High School
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-7674-2091

Organization (if applicable) _____

Mailing Address of Applicant 3125 Dauphin Island Pkwy

Telephone No. 251-221-3233 E-mail address krcurry@mcpss.com

Location or address of event where amplification will be used:
Arlington Park

Date of Event: 05/11/2023 Starting Time: 11:00 ar Ending Time 2:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Senior Class Picnic

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2023 MAR 22 AM 8:12

D3

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/23/2023 - 2:24 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 6815 Cary Hamilton Road
(North side of Cary Hamilton Road at the north terminus of Peary Road)

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 28th day of March, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at Located at 6815 Cary Hamilton Road (North side of Cary Hamilton Road at the north terminus of Peary Road) from R-A, Residential Agricultural District, to I-1, Light Industry District.

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

Lisa C. Lambert
City Clerk

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

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

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

COMMENCING AT A POINT WHERE THE SOUTH LINE OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF THE L & N R.R. (100 FOOT RIGHT-OF-WAY), RUN THENCE NORTH 33 DEGREES 20 MINUTES EAST ALONG SAID RAILROAD RIGHT-OF-WAY LINE 1477 FEET TO A POINT, THENCE SOUTH 57 DEGREES 41 MINUTES EAST ALONG NORTHERLY LINE OF WILLARD LANE 375.4 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PROPERTY, THENCE CONTINUE SOUTH 57 DEGREES 41 MINUTES EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WILLARD LANE 464.45 FEET TO A CONCRETE MONUMENT, THENCE NORTH 33 DEGREES 19 MINUTES EAST 594.4 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 89 DEGREES 18 MINUTES 38 SECONDS EAST 608.7 FEET TO A CONCRETE MONUMENT, THENCE NORTH 01 DEGREES 11 MINUTES EAST ALONG NORTH-SOUTH HALF SECTION LINE 779.8 FEET TO A CONCRETE MONUMENT, THENCE NORTH 89 DEGREES 20 MINUTES WEST ALONG SOUTH LINE OF U.S. GOVERNMENT RESERVATION LANDS 1113.2 FEET TO A CONCRETE MONUMENT, THENCE SOUTH

33 DEGREES 20 MINUTES WEST ALONG EASTERLY RIGHT-OF-WAY LINE OF L & N R. R. 267 FEET TO A POINT, THENCE SOUTH 57 DEGREES 41 MINUTES EAST ALONG NORTHERLY LINE OF H. E. BOLTON, JR., PROPERTY 375 FEET TO A POINT, THENCE SOUTH 33 DEGREES 18 MINUTES WEST ALONG EASTERLY LINE OF H. E. BOLTON, JR., PROPERTY 730 FEET TO THE POINT OF BEGINNING, CONTAINING 24.46 ACRES.

AND

COMMENCE AT THE CENTER OF SECTION THREE (3), TOWNSHIP SIX (6) SOUTH, RANGE TWO (2) WEST; THENCE RUN WEST SEVEN HUNDRED FIFTY-EIGHT (758) FEET TO THE EASTERN MOST RIGHT OF WAY OF THE L. & N. RAILROAD; THENCE SOUTH THIRTY-ONE (31) DEGREES THIRTY (30) MINUTES WEST NINE HUNDRED (900) FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE SOUTH THIRTY-ONE DEGREES (31°) THIRTY MINUTES (30') WEST SEVEN HUNDRED SIXTY (760) FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EASTERN RIGHT OF WAY OF THE L. & N. RAILROAD AND THE CENTER LINE OF A COUNTY ROAD; THENCE SOUTH FIFTY-SEVEN (57) DEGREES EAST THREE HUNDRED SEVENTY-FIVE AND FOUR TENTHS (375.4) FEET TO A POINT ON THE CENTER LINE OF SAID COUNTY ROAD; THENCE NORTH THIRTY-ONE (31) DEGREES THIRTY (30) MINUTES EAST SEVEN HUNDRED SIXTY (760) FEET TO A POINT; THENCE NORTH FIFTY-SEVEN (57) DEGREES FORTY-FIVE MINUTES (45') WEST THREE HUNDRED SEVENTY-FIVE (375) FEET TO THE POINT OR BEGINNING OF THE TRACT HEREIN DESCRIBED, AND CONTAINING SIX AND FIVE TENTHS (6.5) ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-A, Residential Agricultural District to I-1, Light Industry District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in I-1, Light Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-1, Light Industry District until all of the conditions set forth below have been complied with: 1) compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; and 2) full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 28th day of March, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 15th day of March, 2023 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **6815 Cary Hamilton Road** (North side of Cary Hamilton Road at the North terminus of Peary Road).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-A, Residential Agricultural District to I-1, Light Industry District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-1** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-1** districts until the following conditions have been complied with: **1) compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; and 2) full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2023

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

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

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

COMMENCING AT A POINT WHERE THE SOUTH LINE OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF THE L & N R.R. (100 FOOT RIGHT-OF-WAY), RUN THENCE NORTH 33 DEGREES 20 MINUTES EAST ALONG SAID RAILROAD RIGHT-OF-WAY LINE 1477 FEET TO A POINT, THENCE SOUTH 57 DEGREES 41 MINUTES EAST ALONG NORTHERLY LINE OF WILLARD LANE 375.4 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PROPERTY, THENCE CONTINUE SOUTH 57 DEGREES 41 MINUTES EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WILLARD LANE 464.45 FEET TO A CONCRETE MONUMENT, THENCE NORTH 33 DEGREES 19 MINUTES EAST 594.4 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 89 DEGREES 18 MINUTES 38 SECONDS EAST 608.7 FEET TO A CONCRETE MONUMENT, THENCE NORTH 01 DEGREES 11 MINUTES EAST ALONG NORTH-SOUTH HALF SECTION LINE 779.8 FEET TO A CONCRETE MONUMENT, THENCE NORTH 89 DEGREES 20 MINUTES WEST ALONG SOUTH LINE OF U.S. GOVERNMENT RESERVATION LANDS 1113.2 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 33 DEGREES 20 MINUTES WEST ALONG EASTERLY RIGHT-OF-WAY LINE OF L & N R. R. 267 FEET TO A POINT, THENCE SOUTH 57 DEGREES 41 MINUTES EAST ALONG NORTHERLY LINE OF H. E. BOLTON, JR., PROPERTY 375 FEET TO A POINT, THENCE SOUTH 33 DEGREES 18 MINUTES WEST ALONG EASTERLY LINE OF H. E. BOLTON, JR., PROPERTY 730 FEET TO THE POINT OF BEGINNING, CONTAINING 24.46 ACRES.

AND

COMMENCE AT THE CENTER OF SECTION THREE (3), TOWNSHIP SIX (6) SOUTH, RANGE TWO (2) WEST; THENCE RUN WEST SEVEN HUNDRED FIFTY-EIGHT (758) FEET TO THE EASTERN MOST RIGHT OF WAY OF THE L. & N. RAILROAD; THENCE SOUTH THIRTY-ONE (31) DEGREES THIRTY (30) MINUTES WEST NINE HUNDRED (900) FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE SOUTH THIRTY-ONE DEGREES (31°) THIRTY MINUTES (30') WEST SEVEN HUNDRED SIXTY (760) FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EASTERN RIGHT OF WAY OF THE L. & N. RAILROAD AND THE CENTER LINE OF A COUNTY ROAD; THENCE SOUTH FIFTY-SEVEN (57) DEGREES EAST THREE HUNDRED SEVENTY-FIVE AND FOUR TENTHS (375.4) FEET TO A POINT ON THE CENTER LINE OF SAID COUNTY ROAD; THENCE NORTH THIRTY-ONE (31) DEGREES THIRTY (30) MINUTES EAST SEVEN HUNDRED SIXTY (760) FEET TO A POINT; THENCE NORTH FIFTY-SEVEN (57) DEGREES FORTY-FIVE MINUTES (45') WEST THREE HUNDRED SEVENTY-FIVE (375) FEET TO THE POINT OR BEGINNING OF THE TRACT HEREIN DESCRIBED, AND CONTAINING SIX AND FIVE TENTHS (6.5) ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-A, Residential Agricultural District to I-1, Light Industry District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **I-1, Light Industry District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-1, Light Industry District** until all of the conditions set forth below have been complied with: **1) compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; and 2) full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Adam J. Metcalfe
6815 Cary Hamilton Road
North side of Cary Hamilton Road at the North terminus of Peary Road
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

February 16, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of February 15, 2023 considered the request of **Adam J. Metcalfe** for a change in zoning from **R-A, Residential Agricultural District to I-1, Light Industry District** for the property located at **6815 Cary Hamilton Road** (North side of Cary Hamilton Road at the North terminus of Peary Road).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; and 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 22, 2023

Adam Metcalfe
5 Dauphin Street
Mobile, Alabama 36602

Re: **6815 Cary Hamilton Road**
(North side of Cary Hamilton Road at the North terminus of Peary Road).
Council District 4
ZON-002377-2023 (Rezoning)
Adam J. Metcalfe
Rezoning from R-A, Residential Agricultural District to I-1, Light Industry District.

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

At its meeting on February 15, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following condition prevails to support the rezoning request:

1) **changing conditions in a particular area make a change in the Ordinance necessary and desirable; and**
2) **there is a need to increase the number of sites available to business or industry.**

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1) **compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $435.10. 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
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **6815 Cary Hamilton Road**
(North side of Cary Hamilton Road at the North terminus of Peary Road).
Council District 4
ZON-002377-2023 (Rezoning)
Adam J. Metcalfe
Rezoning from R-A, Residential Agricultural District to I-1, Light Industry District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Wednesday, February 15, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from R-A, Residential Agricultural District to I-1, Light Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Tuesday, February 14, 2023,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

Re: **6815 Cary Hamilton Road**
(North side of Cary Hamilton Road at the North terminus of Peary Road).
Council District 4
ZON-002377-2023 (Rezoning)
Adam J. Metcalfe
Rezoning from R-A, Residential Agricultural District to I-1, Light Industry District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Wednesday, February 15, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from R-A, Residential Agricultural District to I-1, Light Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Tuesday, February 14, 2023,** to allow adequate time for the Commission members to review the information.

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

ZON-002377-2023

City of Mobile · Planning & Zoning

Planning Commission Application

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) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ **Zoning Change**	☐ **Planning Approval**	☐ **Planned Unit Development**
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost**)

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Adam J. Metcalfe — Name

adam@metcalfeco.com — Email

Post Office Box 2903, Mobile, AL 36652 — Full Address (Street, City, State, Zip)

251-432-2600 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Charles A. Bolton, et al & Henry E. Bolton, Jr. — Name

_____ — Name (other owners, optional)

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

6815 Carey Hamilton Road, Theodore, AL — Property Address

02-38-02-03-33-00-0006 & R02-38-02-03-30-00005.01 — Parcel Number

_____ — Property Area (acres or square feet)

R-A, Residential & Agricultural — Present Zoning

I-1, Light Industrial — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

1-20-2023

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

10. 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).

11. 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.

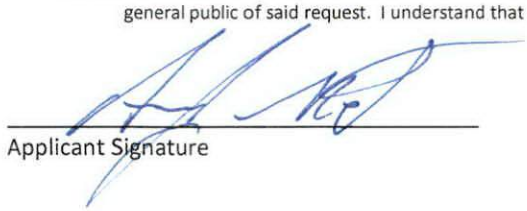


Applicant Signature

1-13-23
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 rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.



Applicant Signature

1-13-23
Date

1-20-2023

Zoning Consistency

The subject property was zoned R-A, Residential Agricultural when it was annexed into the City of Mobile. The reason for this uncommon classification within the city limits was due to it being used for farming and livestock grazing for the last 100 years by and in the same family.

The property is unique in many ways including that it is bordered by and surrounded by I-1, B-3, B-5, R-3 and R-1 zoning classifications. Additionally, the property is bordered on three sides by a rail mainline and CSX spurs. Additionally, along with its size, topography and availability of utilities makes it truly unique and perfectly suited for light industrial development.

The FLUM shows this property to be Low-Density Residential. This designation is not accurate or practical given the area, adjacent proximity to existing industrial zoning, that it is bordered on three sides by active railroad tracks and the existing and changing conditions.

There are other FLUM inconsistencies including that the existing adjacent R-3 multifamily development is designated as Low-Density Residential, and an adjacent large parcel is designated as light industrial and is in use. Even if this property were not to be rezoned, it will never be put into use as Low-Density Residential.

This City's plans and objectives with industrial development is to have them locate away from the downtown waterfront and from the Africatown community. This proposed development fits perfectly with these plans and objections.

Zoning Statement and Narrative

Need for Industrial Sites

The developer for this site is BendPak. BendPak is a distributor of automotive lifts and shop equipment based in Santa Paula, CA. In 2020 the company purchased a 100,000 square foot warehouse on Willis Road near Highway 90 and Interstate 10 to establish an East Coast distribution division for their products that now come into the eastern US via the Port of Mobile. This move to Mobile was heralded by Mayor Stimpson and the Chamber of Commerce as a major local success story.

After establishing operations in Mobile the company was so pleased that it built another building on an adjacent property consisting of 88,000 square feet. After their continued success in Mobile the company has revised its long term business strategy to move up to 75% of its entire operations to Mobile.

Since there is no more property located adjacent to or near their existing facilities, they began searching for a suitable location to accommodate their near and long term business needs and strategies. After much diligent searching they identified the subject property and has since placed in under contract and the contract is subject to this proposed zoning change and subdivision.

This situation illustrates the fact that there is an ever increasing need and demand for industrial sites in the city and county. This makes it necessary and desirable to rezone and extend the boundaries of existing and adjacent I-1, Light Industrial districts, which this application does.

Changes in Conditions

This subject property is situated near the southeastern quadrant of Highway 90 and Hamilton Boulevard/Theodore Dawes road and is less than two mile from the intersection of Interstate 10 and Theodore Dawes Road. Hamilton Boulevard consists of both heavy and light industrial zoning and uses stretching from Highway 90 east to beyond Rangeline Road.

The areas surrounding Interstate 10 and Theodore Dawes Road has emerged the "Center of Gravity" for new large industrial distribution facilities and development. The northwest quadrant is home to both Federal Express, Amazon and others with facilities totaling close to 1,000,000 square feet of space.

The southwest quadrant is the location of the South Alabama Logistics Park which is a public/private venture with plans for years of development with large industrial distribution facilities.

The availability of suitable land in Mobile for industrial is extremely limited. With the lack of available and suitable land for development to keep up with the current demand for

warehouse/distribution space, there is a distinct need and demand for properly zoned sites. The Mobile Area Chamber of Commerce estimates the need for an additional 30 million square feet of space in the coming years to keep up with the demand being created by E Commerce and the rapid growth of the Mobile Container Port. The plan for this property is to build a first-class warehouse/distribution buildings with the first to begin construction as soon as possible.

The residential element in this particular area has been in decline for decades and new residential development is not practical or feasible. There are three residential structures across Carey Hamilton Road to the south of the subject property. One is abandoned and uninhabitable. One is unoccupied and the furthest one to the east is occupied, but the subject property is visually shielded by trees from this home. In my opinion, based on over 30 years in the commercial and industrial real estate business, this property has practically no value or utility with its current zoning classification, nor Low-Density Residential as shown on the FLUM.

Addendum to Zoning Statement and Narrative
for the Rezoning of 6815 Cary Hamilton Road

The reasoning for our request for the I-1, Light Industrial zoning classification is due to the anticipated yard need for outside storage, laydown and trailer parking.

January 10, 2023

City of Mobile
Planning and Zoning Department
Post Office Box 1827
Mobile, AL 36633

RE: AGENT AUTHORIZATION FOR ZONING AND SUBDIVISION APPLICATIONS
6815 CARY HAMILTON ROAD
THEODORE, ALABAMA

To Whom It May Concern:

This letter shall authorize Adam J. Metcalfe to act as our Agent in the application for rezoning and subdivision of our property on Cary Hamilton Road.

H. E. Bolton, Jr.

Anita B. Mitchell

Charles A. Bolton (on behalf of Charles Bolton

Leslie Harrington (on behalf of Charles Bolton

January 10, 2023

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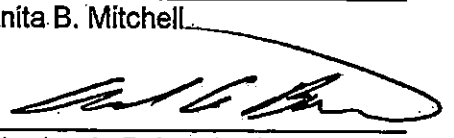
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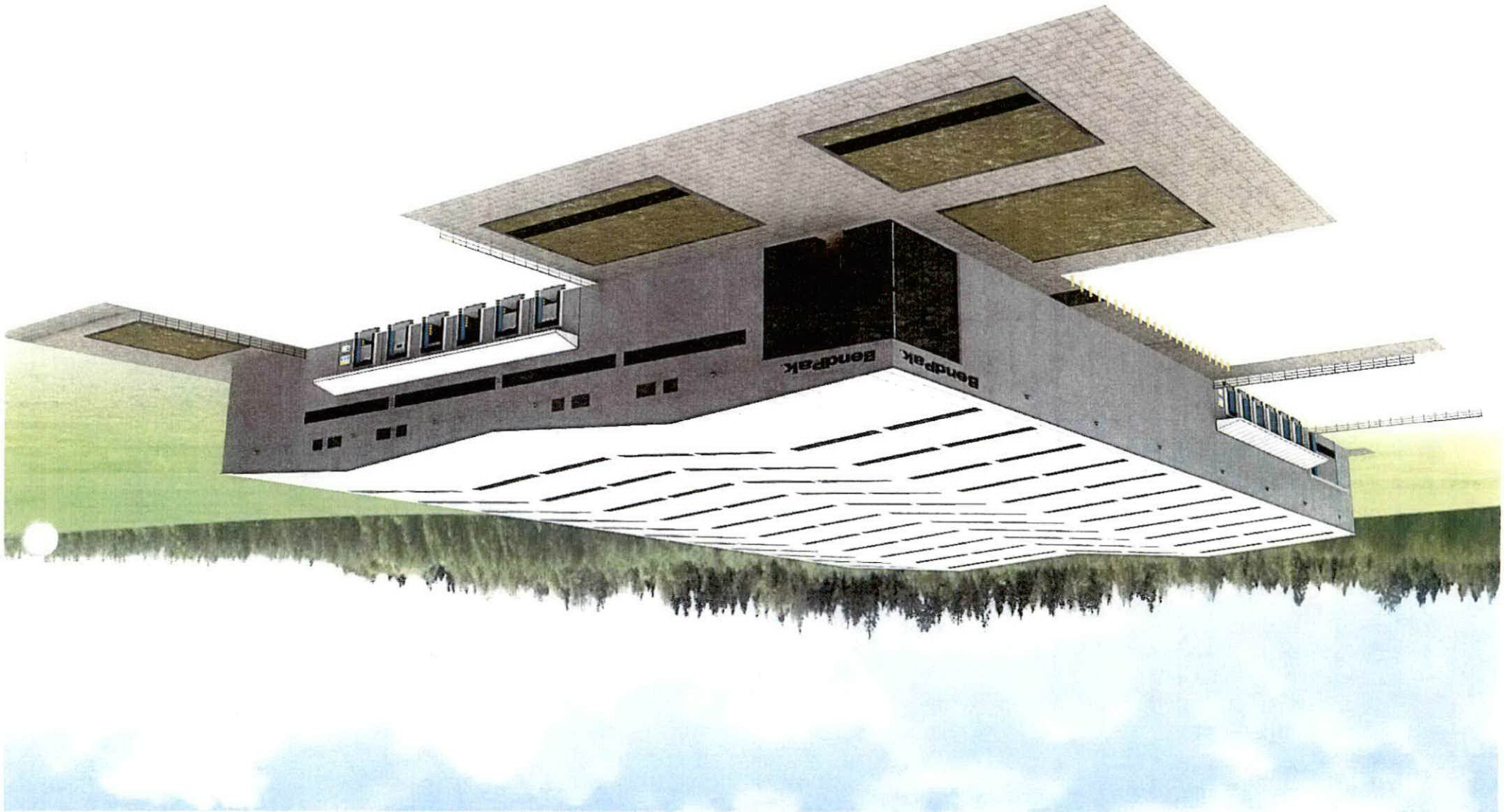
Leslie Harrington (on behalf of Charles Bolton

Parcel numbers:

02-38-02-03-33-00-0006 & R02-38-02-03-30-00005.01

LOT 1 LEGAL DESCRIPTION DERIVED FROM SURVEY:

Beginning at the intersection of the East right of way line of the CSX Railroad, 100-foot railroad R\W), with the North right of way line of Carey Hamilton Road, 60'-foot public R\W), in Section 3, Township 8 South, Range 2 West, Mobile County, Alabama, said point lying and being 78.42 feet North and 14.14 feet West of the Northeast corner of Lot of the Resubdivision of Lot 8, Thomas Addition to Theodore, as recorded in Map Book 134, page 96 of the Probate Court Records, Mobile County, Alabama; Thence N-32°-53'-08"-E, along the East right of way line of said CSX Railroad, for 889.50 feet; Thence S-88°-38'-53"-E, leaving the East right of way line of said CSX Railroad, for 111.05 feet to a point at the Northwest corner of Lot 2, Norden Paper Subdivision, as recorded in Map Book 131, page 52 of the Probate Court Records, Mobile County, Alabama; Thence S-00°-37'-51"-W, along the West line of said Lot 2, for 780.44 feet; Thence N-89°-34'-35"-W, leaving the West line of said Lot 2, for 608.83 feet; Thence S-32°-30'-45"-W for 585.63 feet to a point on the North right of way line of aforesaid Carey Hamilton Road; Thence Northwesterly, along the North right of way line of said Carey Hamilton Road and around a curve to the left having a radius of 283.53 feet and a delta angle of 05°-20'-16", the chord of which bears N-55°-28'-52"-W for 27.34 feet, for an arc distance of 27.34 feet; Thence N-58°-09'-00"-W, along the North right of way line of said Carey Hamilton Road, for 811.69 feet to the Point of Beginning and containing 1339864 square feet or 30.754 acres, more or less.


BendPak
BendPak
BendPak



Ferguson Enterprises, Inc.
751 Lakefront Commons
Newport News, VA 23606

Alabama State Docks Dept.
Post Office Box 1588
Mobile, AL 36601

Michael Jermaine Taylor
2750 S. Faure Drive
Mobile, AL 36605

Richeleiu East, Ltd.
Post Office Box 20168
Tuscaloosa, AL 35402

Richeleiu East Unit 2, Ltd.
Post Office Box 20168
Tuscaloosa, AL 35402

Linda K. Glisson
3867 San Juan Drive
Mobile, AL 36609

Anita B. Mitchell
22447 Inverness Way
Foley, AL 36535

Roofer's Mart Southeast, Inc.
429 Industrial Lane
Birmingham, Al 35211

ColyJohn Associates, LLC
2936 Pine Creek Drive
Mobile, AL 36693

ColyJohn-One Associates, LLC
2936 Pine Creek Drive
Mobile, AL 36693

Travis & Renarda Durgin
7042 Pope Court
Theodore, AL 36582

Fredrick Fraser & Shajuana Mills Williams
6880 Cary Hamilton Road
Theodore, AL 36582

Enoch Petit-Homme
6880 Cary Hamilton Road
Theodore, AL 36582

Gloria Slaughter
5180 Washington Blvd.
Theodore, AL 36582

Diversified Foods & Seasonings, Inc.
2601 Severn Avenue, Ste. 202
Metairie, LA 70002

Mackerel Investments, LLC
1840 Jutland Drive
Harvey, LA 70058

Henry E. Bolton, Jr.
5450 Rabbit Creek Drive
Theodore, AL 36582

Charles N. Bolton
c/o Scott A. Bolton
5319 90, Ste. 102
Mobile, AL 36619

Sue K. Jackson
Post Office Box 1392
Theodore, AL 36590

Louisville & Nashville RR C
c/o Robert F. Steins
908 West Broadway
Louisville, KY 40201

Charles A. Bolton, et al
Henry E. Bolton, Jr.
5480 Rabbit Creek Drive
Theodore, AL 36582

Adam J. Metcalfe
Post Office Box 2903
Mobile, AL 36652

SUBDIVISION &
ZONING AMENDMENT STAFF REPORT Date: February 15, 2023

APPLICANT NAME Adam J. Metcalfe

SUBDIVISION NAME Theodore Distribution Complex Subdivision

LOCATION 6815 Cary Hamilton Road
(North side of Cary Hamilton Road at the North terminus of Peary Road).

CITY COUNCIL DISTRICT Council District 4

PRESENT ZONING R-A, Residential-Agricultural District

PROPOSED ZONING I-1, Light Industry District

AREA OF PROPERTY 1 Lot / 30.8± Acres

CONTEMPLATED USE Subdivision Approval to create one (1) legal lot of record from two (2) existing metes-and-bounds parcels, and Rezoning from R-A, Residential-Agricultural District, to I-1, Light Industry District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Show and label the monument set or found at the PC of the C1.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #96) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 5,000 sf.

D. 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.

E. 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.

F. 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.

G. 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.

H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.

I. 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 Site is limited to one curb cut with any changes in 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 the City's Zoning Ordinance.

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

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

TIME SCHEDULE FOR DEVELOPMENT None provided.

REMARKS The applicant is requesting Subdivision Approval to create one (1) legal lot of record from two (2) existing metes-and-bounds parcels, and Rezoning from R-A, Residential-Agricultural District, to I-1, Light Industry District.

The site has been given a Low Density Residential (LDR) land use designation, per the Future Land Use Plan and Map adopted May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

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

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

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

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

The applicant proposes to create one (1) legal lot of record from two (2) existing metes-and-bounds parcels. The proposed lot exceeds the minimum requirements of the Subdivision Regulations.

The site has frontage along Cary Hamilton Road, which is a minor street without curb and gutter, but with a compliant 60-foot right-of-way; therefore, no frontage dedication would be required. The right-of-way width of Cary Hamilton Road should be retained on the Final Plat, if approved. As on the preliminary plat, the lot size label in both square feet and acres should be retained on the Final Plat, if approved, or a table should be furnished on the Final Plat providing the same information.

The 25-foot minimum building setback line along Cary Hamilton Road is not illustrated on the preliminary plat. Therefore, if approved, the plat should be revised to illustrate the 25-foot minimum building setback line along Cary Hamilton Road. The plat indicates a 50-foot Alabama Power Company easement along most of the Western boundary of the site. Therefore, a note should be required on the Final Plat, if approved, stating that no structure may be constructed or located within any easement without the permission of the easement holder.

As per the Traffic Engineering comments, the site is limited to one curb cut with any changes in 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 the City's Zoning Ordinance. A note should be required on the Final Plat stating these comments.

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

The site is bounded to the North by R-1, Single-Family Residential District, used as a railroad access by the Alabama State Docks. To the West, across the CSX Railroad right-of-way, is B-5, Office-Distribution District, used as warehousing, supply services and retail sales and repair services. Across Cary Hamilton Road, to the South, is R-1 zoning in use as mainly vacant single-family dwellings. Adjacent to the site to the South is additional vacant R-1 zoning, and R-3, Multi-Family Residential District, used as an apartment complex Adjacent to the site to the East is I-1 zoning in use as a building roofing truss manufacturing facility.

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

Need for Industrial Sites

The developer for this site is BendPak. BendPak is a distributor of automotive lifts and shop equipment based in Santa Paula, CA. In 2020 the company purchased a 100,000 square foot warehouse on Willis Road near Highway 90 and Interstate 10 to establish an East Coast distribution division for their products that now come into the eastern US via the Port of Mobile. This move to Mobile was heralded by Mayor Stimpson and the Chamber of Commerce as a major local success story.

After establishing operations in Mobile the company was so pleased that it built another building on an adjacent property consisting of 88,000 square feet. After their continued success in Mobile the company has revised its long term business strategy to move up to 75% of its entire operations to Mobile.

Since there is no more property located adjacent to or near their existing facilities, they began searching for a suitable location to accommodate their near and long term business needs and strategies. After much diligent searching they identified the subject property and has since placed in under contract and the contract is subject to this proposed zoning change and subdivision.

This situation illustrates the fact that there is an ever increasing need and demand for industrial sites in the city and county. This makes it necessary and desirable to rezone and extend the boundaries of existing and adjacent 1-1, Light Industrial districts, which this application does.

Changes in Conditions

This subject property is situated near the southeastern quadrant of Highway 90 and Hamilton Boulevard/Theodore Dawes road and is less than two mile from the intersection of Interstate 10 and Theodore Dawes Road. Hamilton Boulevard consists of both heavy and light industrial zoning and uses stretching from Highway 90 east to beyond Rangeline Road.

The areas surrounding Interstate 10 and Theodore Dawes Road has emerged the "Center of Gravity" for new large industrial distribution facilities and development. The northwest quadrant is home to both Federal Express, Amazon and others with facilities totaling close to 1,000,000 square feet of space.

The southwest quadrant is the location of the South Alabama Logistics Park which is a public/private venture with plans for years of development with large industrial distribution facilities.

The availability of suitable land in Mobile for industrial is extremely limited. With the lack of available and suitable land for development to keep up with the current demand for warehouse/distribution space, there is a distinct need and demand for properly zoned sites. The Mobile Area Chamber of Commerce estimates the need for an additional 30 million square feet of space in the coming years to keep up with the demand being created by E Commerce and the rapid growth of the Mobile Container Port. The plan for this property is to build a first-class warehouse/distribution buildings with the first to begin construction as soon as possible.

The residential element in this particular area has been in decline for decades and new residential development is not practical or feasible. There are three residential structures across Carey Hamilton Road to the south of the subject property. One is abandoned and uninhabitable. One is unoccupied and the furthest one to the east is occupied, but the subject property is visually shielded by trees from this home. In my opinion, based on over 30 years in the commercial and industrial real estate business, this property has practically no value or utility with its current zoning classification, nor Low-Density Residential as shown on the FLUM.

The reasoning for our request for the 1-1, Light Industrial zoning classification is due to the anticipated yard need for outside storage, laydown and trailer parking..

The applicant contends that changing conditions in a particular area make a change in the Ordinance necessary and desirable, and that there is a need to increase the number of sites available to business or industry. The surrounding area has been changing since the closure of the Theodore Naval Ammunition Magazine in the mid 1960's when the vast area of the military reservation became available for industrial development known as the Theodore Industrial Park. The development within the original boundaries of the military reservation has led to further industrial and support services development in the periphery due to the proximity to U.S. Highway 90 West and Hamilton Boulevard, both major roads, and the proximity to the CSX Railroad main line and

the spur railroad access to peripheral sites and those within the main industrial park. Due to the development of other sites adjacent to or within close proximity to major road systems, there is an increased need for the number of sites available for business or industrial development.

As the subject site is adjacent to both the CSX Railroad main line right-of-way, and the spur railroad access, there is little likelihood of residential development for the site. The site's proximity to both major roads and railroad access indicate its viability for industrial development. Moreover, the site would serve as an expansion of the existing I-1 zoning adjacent to the East. However, the site does abut an existing apartment complex and some of the structures across the street are residentially occupied; thus, a compliant buffer with evergreen landscape plantings and fencing should be required.

RECOMMENDATION

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

1) retention of the right-of-way width of Cary Hamilton Road on the Final Plat;
2) retention of the lot size label in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
3) revision of the plat to illustrate the 25-foot minimum building setback line along Cary Hamilton Road on the Final Plat;
4) placement of a note on the Final Plat stating that no structure may be constructed or located within any easement without the permission of the easement holder;
5) compliance with Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Show and label the monument set or found at the PC of the C1. C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #96) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 5,000 sf. D. 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. E. 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 F. 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. G. 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. H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. I. 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.);

6) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Site is limited to one curb cut with any changes in 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 the City's Zoning Ordinance.)*;
7) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);* and
8) compliance with Fire comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings).*

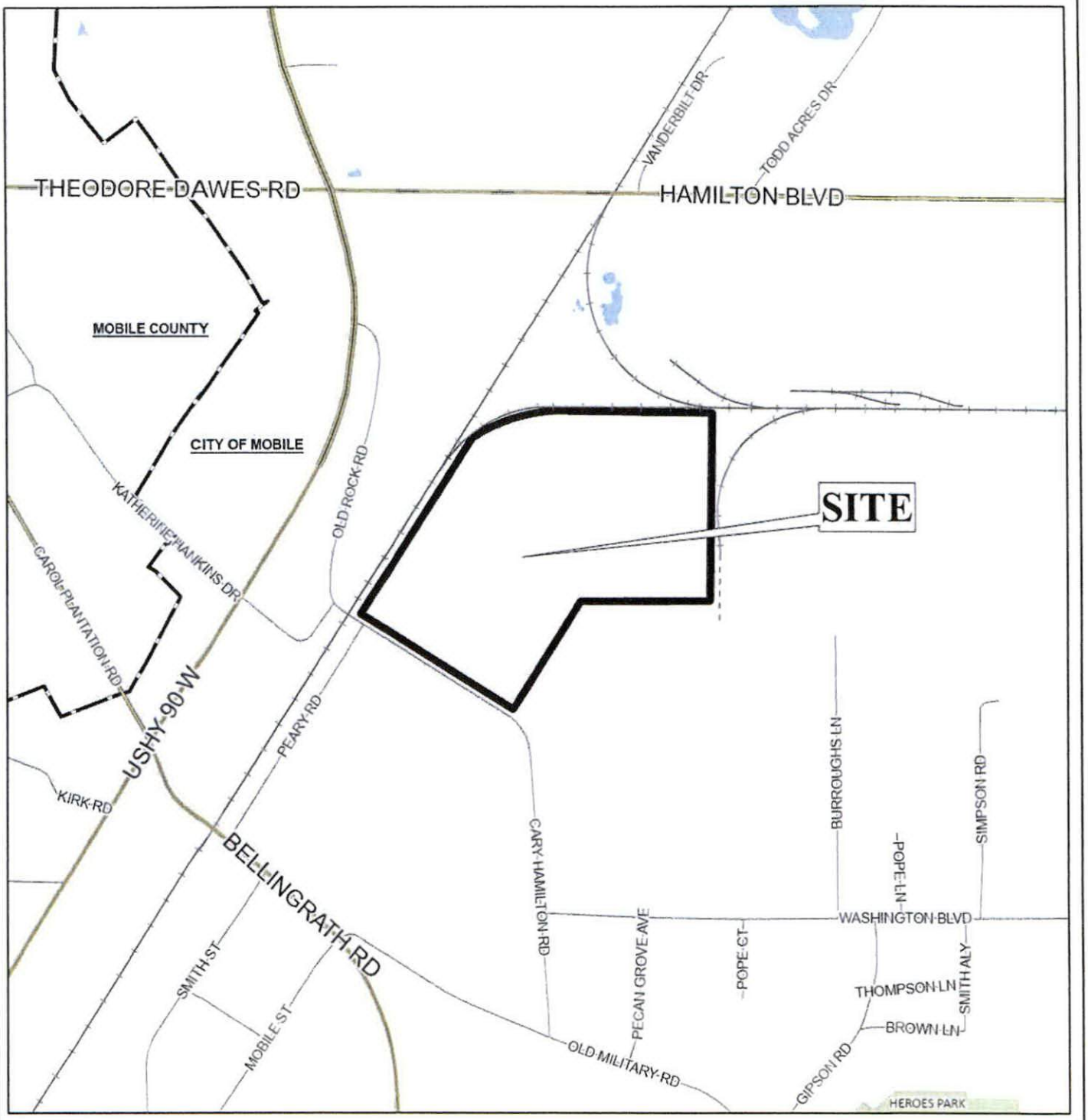
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

1) changing conditions in a particular area make a change in the Ordinance necessary and desirable; and
2) there is a need to increase the number of sites available to business or industry.

The rezoning should be subject to the following conditions:

1) compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 9 DATE February 15, 2023

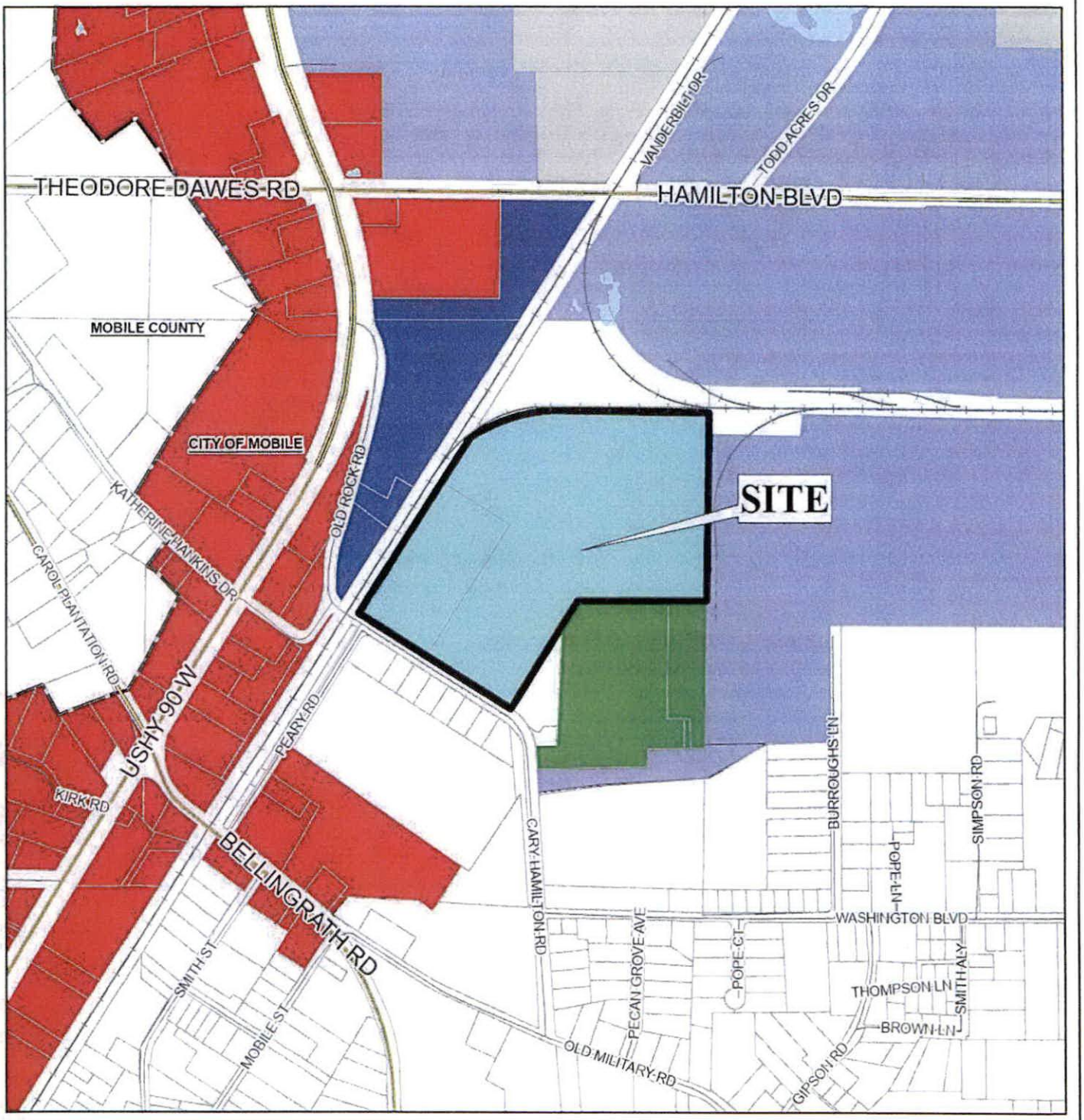
APPLICANT Theodore Distribution Complex Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE February 15, 2023

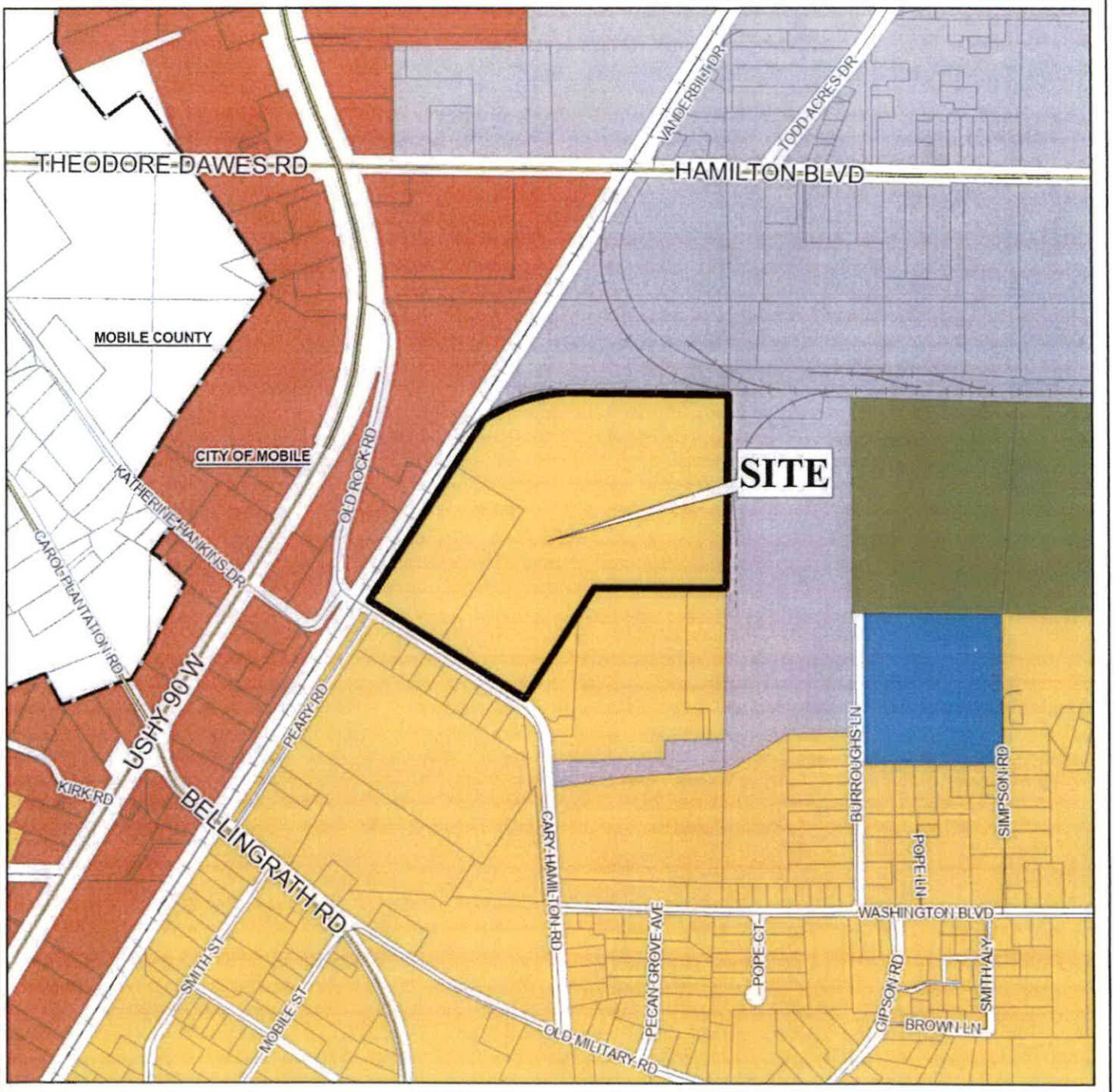
APPLICANT Theodore Distribution Complex Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE February 15, 2023

APPLICANT Theodore Distribution Complex Subdivision

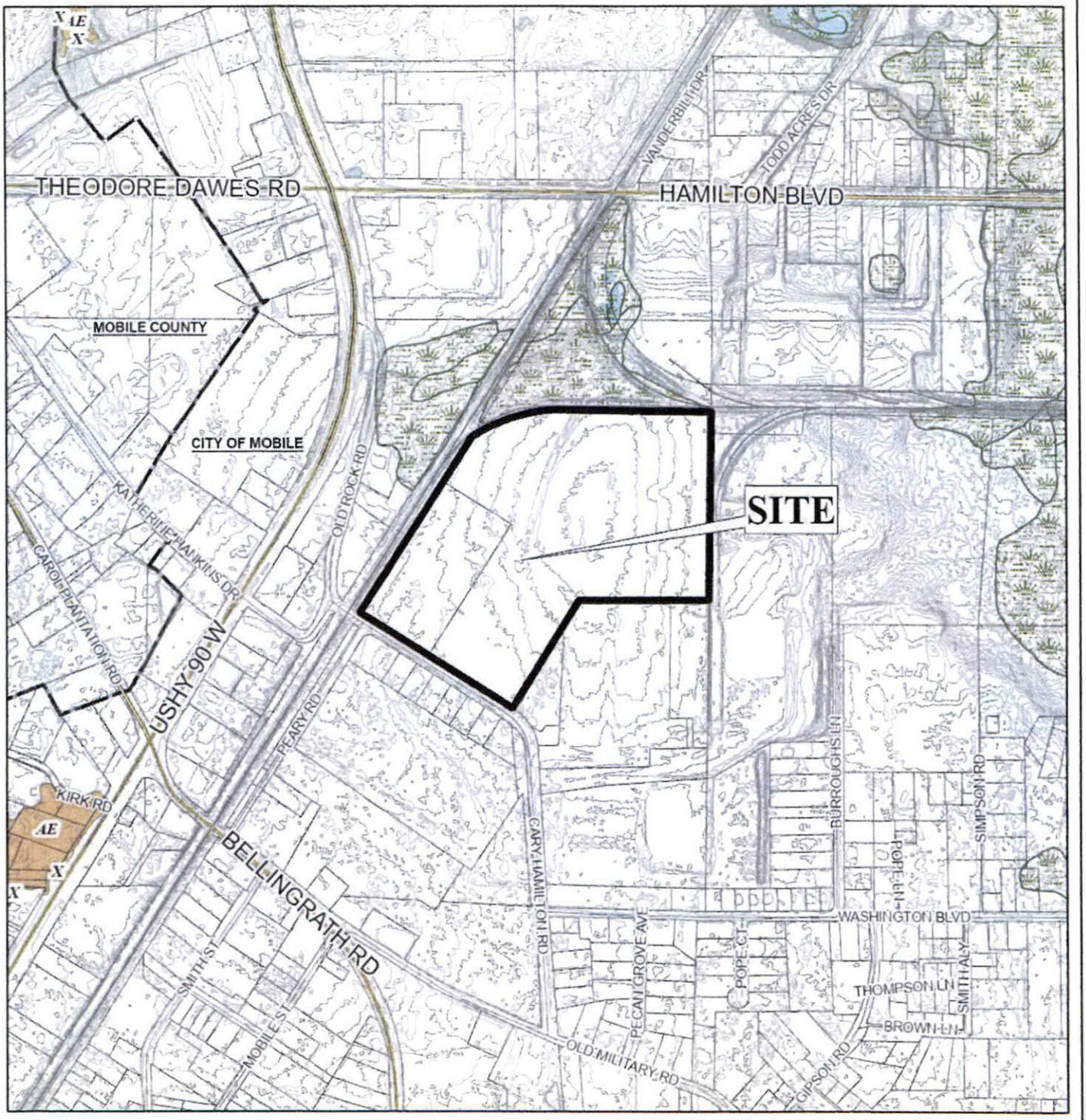
REQUEST Subdivision, Rezoning from R-A to I-1

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 9 DATE February 15, 2023

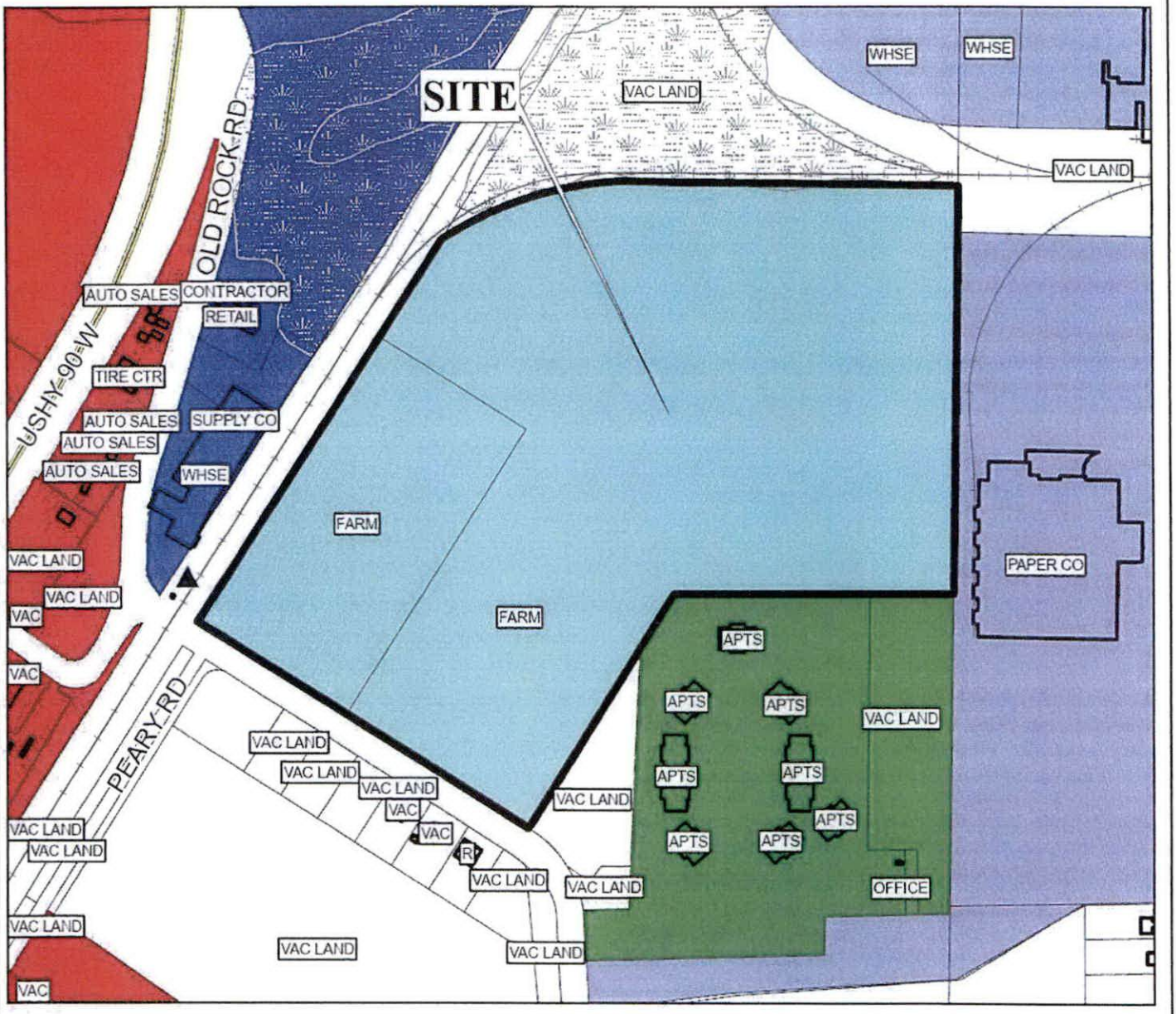
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N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units to the west, industrial units to the east, and residential units to the south.

APPLICATION NUMBER 9 DATE February 15, 2023

APPLICANT Theodore Distribution Complex Subdivision

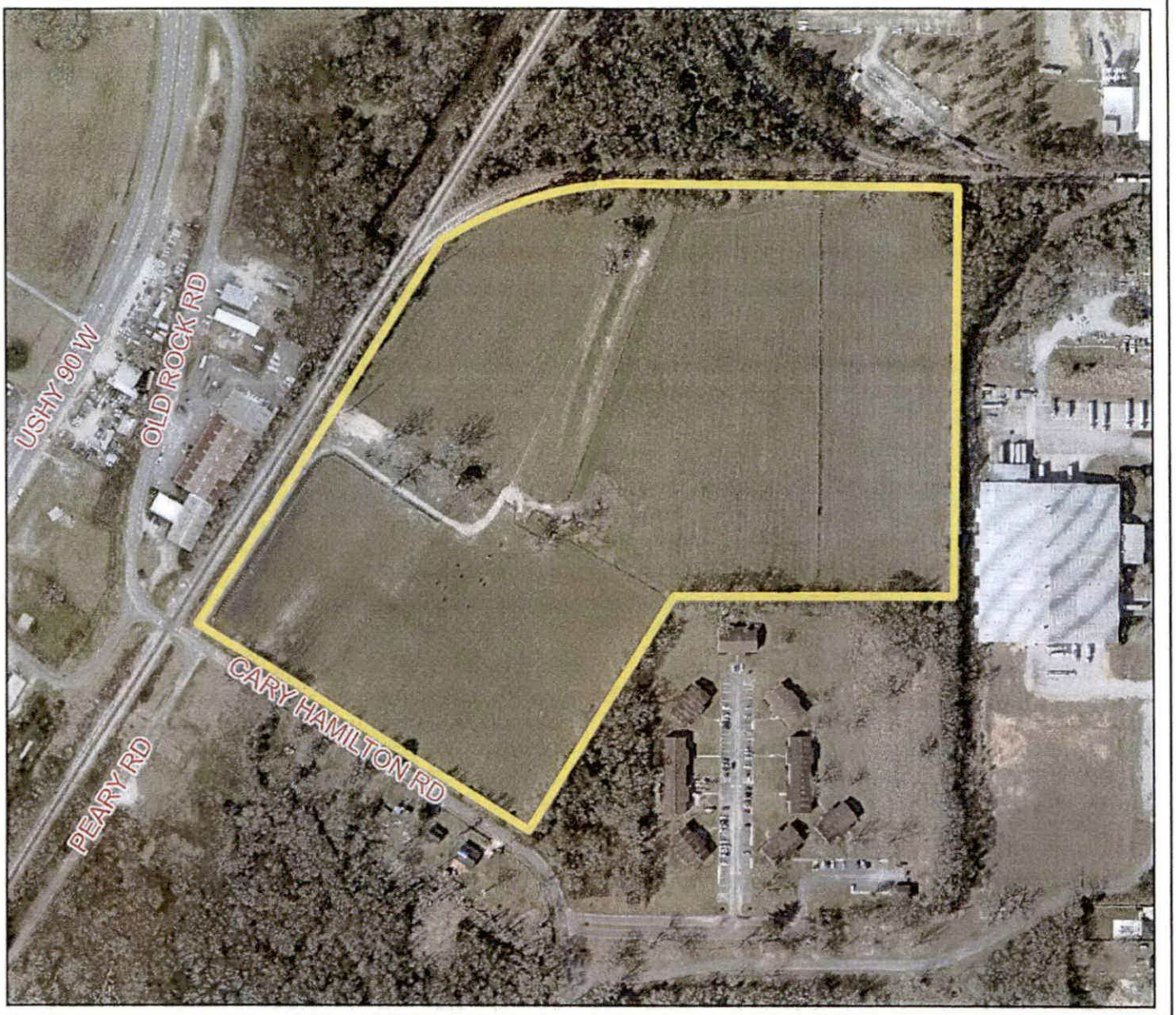
REQUEST Subdivision, Rezoning from R-A to I-1

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units to the west, industrial units to the east, and residential units to the south.

APPLICATION NUMBER 9 DATE February 15, 2023

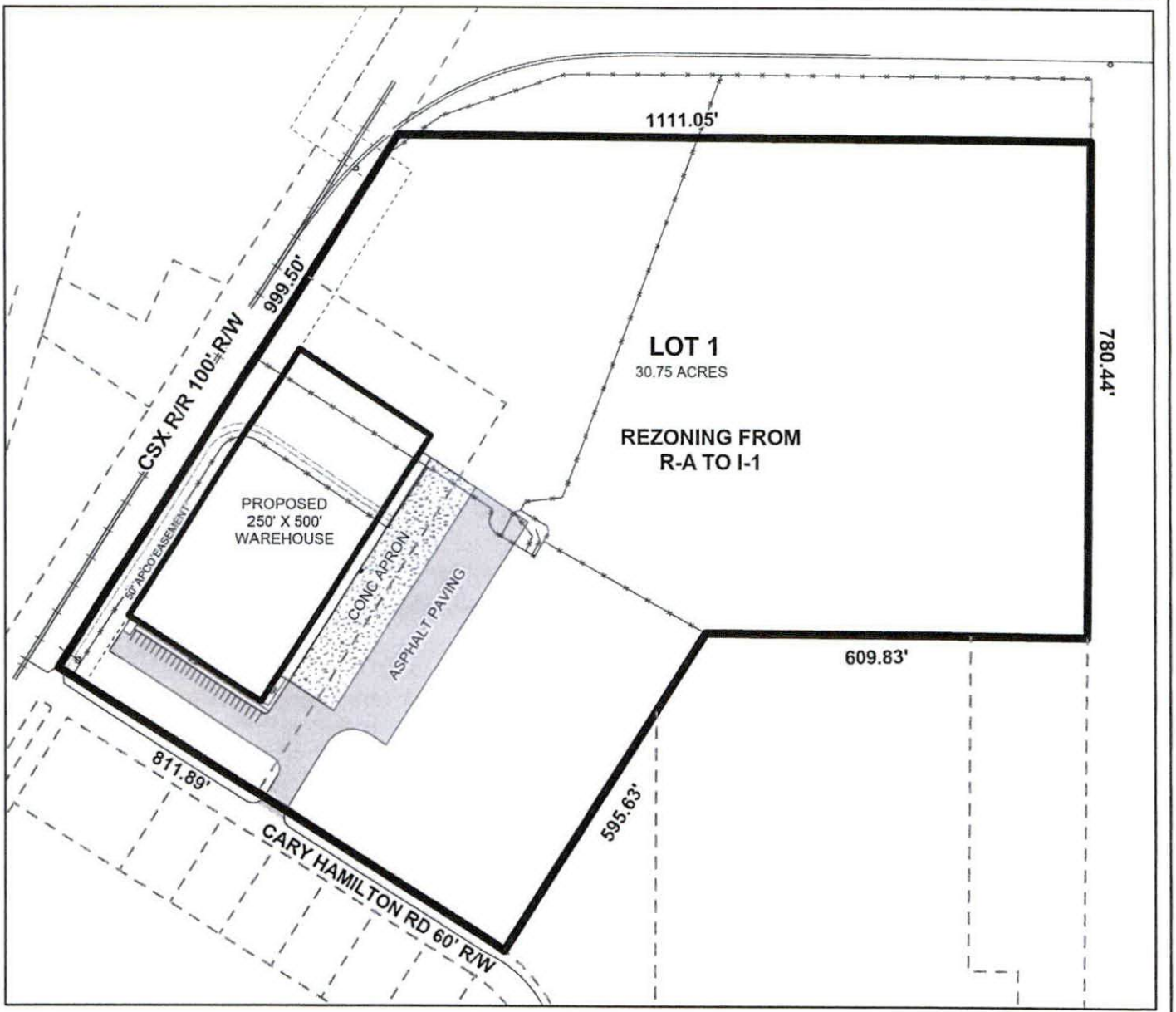
APPLICANT Theodore Distribution Complex Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

SITE PLAN



The site plan illustrates the proposed building, parking, and fencing.

APPLICATION NUMBER 9 DATE February 15, 2023

APPLICANT Theodore Distribution Complex Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/23/2023 - 2:39 PM

RESOLUTION CALLING FOR PUBLIC HEARING

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 in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022, in the time and manner as set forth in said notice.

Adopted:

_____

City Clerk

NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022

NOTICE is hereby given that at 10:30 a.m. on **Tuesday, March 28, 2023**, in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama 36644, and pursuant to *Code of Alabama* § 11-52-77, the City Council for the City of Mobile will hold a public hearing on, take public comment on, and consider an ordinance to **AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022**, as amended. All persons may be heard in opposition to or in favor of the said ordinance at the said time and place. Government Plaza, 205 Government Street, Mobile, Alabama 36644, serves as the City Hall for the City of Mobile.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City of Mobile, City Clerk, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, Mobile Government Plaza, Ninth Floor, 205 Government Street, Mobile, Alabama 36644. Written comments must be received by noon on Thursday, March 23, 2023.

The proposed amendments to the DDD Code will modify the Regulating Plan map and amend certain development standards for the properties fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street (generally known as the Mobile Press-Register site located at 401 North Water Street).

The amendment of the Regulating Plan map will rezone the properties from T-4 and SD, Special District to SD-WH, Special District-Warehouse, and modify the Regulating Plan map as shown on the map published herewith.

The amendment of development standards will amend Section 10.B.7.(b) of the DDD Code, Appendix A to the Unified Development Code. The current standards read as follows:

> All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below.

The proposed amendment will change the standards to read as follows:

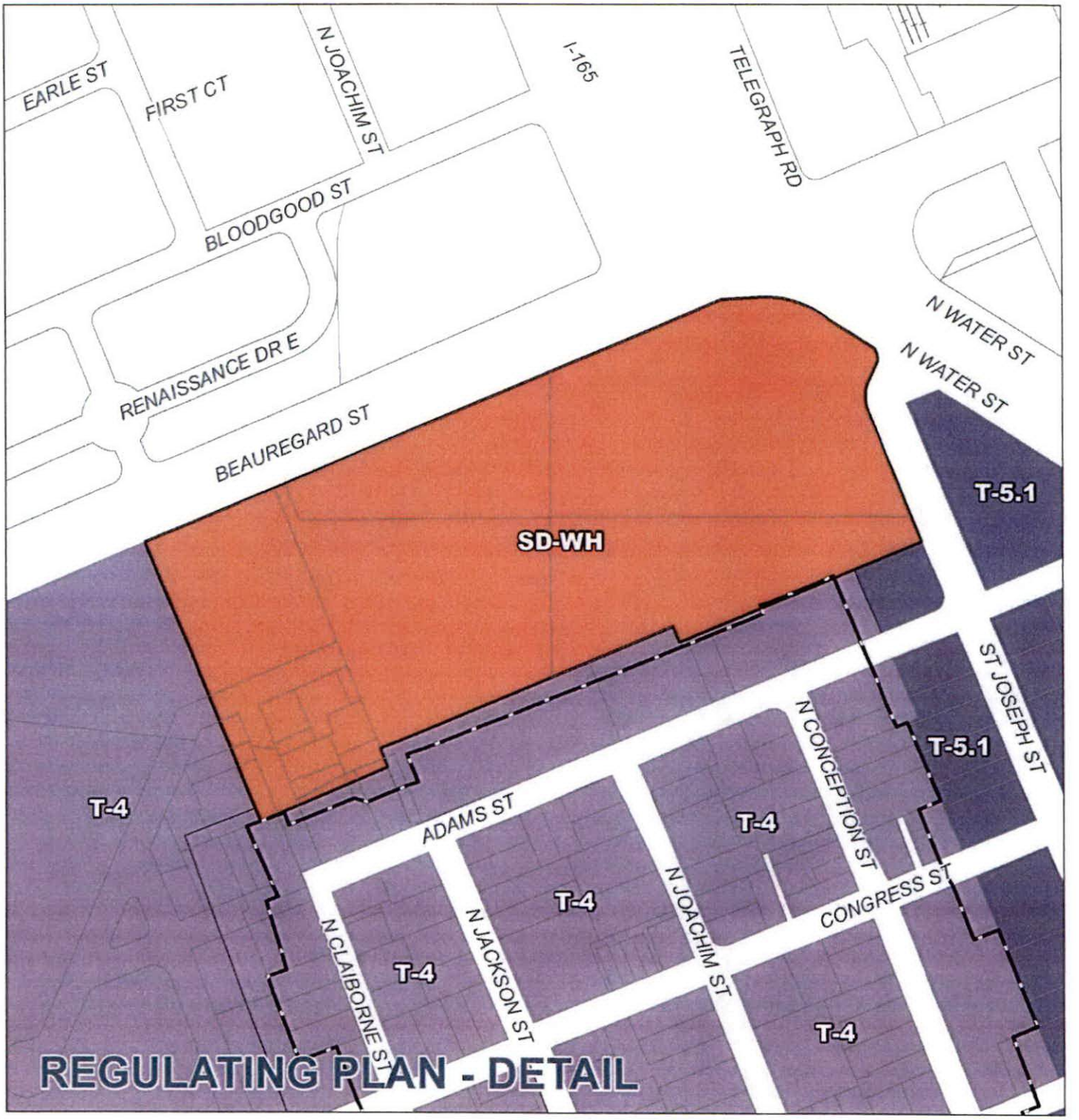
> *Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street* all building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below.

The proposed DDD amendments can be viewed on the City of Mobile's website at https://www.cityofmobile.org/ddd-pr/ .

Copies of the proposed DDD amendments and hard copies of the maps are available for public inspection in the Office of the Mobile City Clerk on the 9th floor of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602, during normal business hours.

Attach the referenced maps here.

Publish: Three Consecutive Weeks in legal section in standard form; and also one time in regular section in the form of at least a one-quarter page advertisement; all in a newspaper of general circulation in Mobile County.



T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
Historic District Boundary

AN ORDINANCE 2023

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, more specifically Appendix A, Downtown Development District, Section 10.B.7.(b) is hereby amended so that it now reads in its entirety as follows:

> ***Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street*** **all building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below.**

That the Zoning Map of the City of Mobile, 2022, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

> **Beginning at the Southeast corner of Lot 1, Mobile Press Register Subdivision, as recorded in Map Book 101 Page 58, in the Office of the Judge of Probate of Mobile County, Alabama; Thence S-67°-39'-26"-W, leaving the West right of way line of St. Joseph Street and along the South line of said Lot 1, for 407.55 feet; Thence S-22°-47'-34"-E, along the South line of said Lot 1, for 12.68 feet Thence S-68°-16'-54"-W, along the South line of said Lot 1, for 56.86 feet; Thence N-23°-34'-57"-W, along the South line of said Lot 1, for 41.15 feet; Thence S-67°-26'-56"-W, along the South line of said Lot 1, for 560.79 feet to a point at the Southwest corner of said Lot 1; Thence S-22°-40'-02"-E, along the West line of Lot 2 of said Mobile Press Register Subdivision, for 37.12 feet; Thence S-67°-28'-21"-W, leaving the West line of said Mobile Press Register Subdivision, for 245.10 feet to a point; Thence N-22°-40'-02"-W, for 523.92 feet to a point on the South right of way line of Beauregard Street, (variable width public R\W); Thence N-67°-13'-00"-E, along the South right of way line of said Beauregard Street, for 245.10 feet to a point at the Northwest corner of Lot 1, aforesaid Mobile Press Register Subdivision; Thence N-67°-02'-30"-E,**

along the South right of way of said Beauregard Street, for 347.35 feet; Thence N-67°-21'-22"-E, along the South right of way of said Beauregard Street, for 100.04 feet; Thence N-67°-05'-47"-E, along the South right of way of said Beauregard Street, for 84.43 feet; Thence N-71°-56'-59"-E, along the South right of way of said Beauregard Street, for 18.89 feet; Thence N-67°-21'-48"-E, along the South right of way of said Beauregard Street, for 307.96 feet; Thence N-86°-16'-16"-E, along the South right of way of said Beauregard Street, for 74.05 feet; Thence Southeasterly, along the South right of way of said Beauregard Street and around a curve to the right having a radius of 147.03 feet and a delta angle of 34°-40'-41", for an arc distance of 88.99 feet to a point at the intersection of the South right of way of said Beauregard Street with the West right of way of Water Street; Thence S-59°-03'-02"-E, leaving the South right of way of said Beauregard Street and along the West right of way of said Water Street, for 123.76 feet to a point at the intersection of the West right of way of said Water Street with the West right of way of St. Joseph Street; Thence Southerly leaving the West right of way of said Water Street, along the West right of way of said St. Joseph Street and around a curve to the right having a radius of 25.00 feet and a delta angle of 90°-10'-22" for an arc distance of 39.26 feet; Thence S-31°-07'-20"-W, along the West right of way of said St. Joseph Street, for 11.63 feet; Thence Southeasterly, along the West right of way of said St. Joseph Street and around a curve to the left having a radius of 87.00 feet and a delta angle of 54°-15'-21" for an arc distance of 82.38 feet; Thence S-23°-08'-01"-E, along the West right of way of said St. Joseph Street, for 329.65 feet to the Point of Beginning. Said parcel lying and being in the City of Mobile, Alabama and containing 643,376 square feet or 14.770 acres, more or less.

The classification of said property is hereby changed from **T-4 Sub-district and SD, Special District, to SD-WH, Special District-Warehouse 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 **SD-WH, Special District-Warehouse 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 **SD-WH, Special District-Warehouse District,** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

AN ORDINANCE

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

Adopted:

_____

Lisa Lambert, City Clerk

Maynard Cooper & Gale
401 Water Street
(Southwest corner of Water Street and Beauregard Street).
Council District 2
William Carroll

Gauthier, Lana

From: Hoffman, Bert
Sent: Thursday, February 23, 2023 11:09 AM
To: Gauthier, Lana
Subject: For Lagniappe publication - Press-Register site / Adams Street
Attachments: DDD_PR_Notice.pdf; DDD_PR_Notice.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Lana –

The attached documents are for the required Lagniappe publication. ***Legal ads*** to run March 8, 15 and 22; ***Display ad*** to also run on one of these dates.

The PDF should be placed on the website: https://www.cityofmobile.org/ddd-pr/

The Word document can be sent to Lagniappe.

I would like to see the proof.

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, February 22, 2023 4:20 PM
To: Hoffman, Bert <hoffmanb@cityofmobile.org>
Subject: RE: Press-Register site / Adams Street

Thank you, Bert.

Lana Gauthier
Assistant City Clerk
City of Mobile
P. O. Box 1827
Mobile, AL 36633
(251) 208-7474

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

February 23, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of February 15, 2023 considered the request of **Maynard Cooper & Gale** for a change in zoning from **T-4 and SD, Special District to SD-WH, Special District - Warehouse** for the property located at **401 Water Street** (Southwest corner of Water Street and Beauregard Street).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 22, 2023

James F. Watkins
Maynard Cooper & Gale
11 N. Water Street
Suite 24290
Mobile, Alabama 36602

Re: **401 Water Street**
(Southwest corner of Water Street and Beauregard Street).
Council District 2
Text amendment to Amend Appendix A. Section 10.B.7. Transparency

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

At its meeting on February 15, 2023, the Planning Commission considered the above referenced application.

As such, the Planning Commission voted to recommend Approval of amending Appendix A. Section 10.B.7.(b). Transparency to the City Council as follows:

Amend Appendix A. Section 10.B.7.(b). Transparency from:

> **"All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."**
>
> **to**
>
> **"*Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street* all building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."**

AMEND APPENDIX A - 2023 MAYNARD COOPER AND GALE
February 22, 2023

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 22, 2023

James F. Watkins
Maynard Cooper & Gale
11 N. Water Street
Suite 24290
Mobile, Alabama 36602

Re: **401 Water Street**
(Southwest corner of Water Street and Beauregard Street).
Council District 2
ZON-002371-2023 (Amendment to Regulating Plan)
Maynard Cooper & Gale
Amendment to the Downtown Development District Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH.

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

At its meeting on February 15, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following condition prevails to support the rezoning request:

i. **Change in conditions. Changed or changing conditions in a particular area, or in the planning region generally, make a change in the chapter necessary and desirable;**
ii. **Increase in need for sites for business or industry. Increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to rezone an area or to extend the boundaries of an existing district; or**
iii. **Subdivision of land. The subdivision or imminent subdivision of land into urban building sites makes reclassification necessary and desirable.**

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

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

Please contact the City Clerk at (251) 208-7411 for information regarding the associated advertising fee.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **401 Water Street**
(Southwest corner of Water Street and Beauregard Street).
Council District 2
ZON-002371-2023 (Amendment to Regulating Plan)
Maynard Cooper & Gale
Amendment to the Downtown Development District Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH and modify the Regulating Plan map. The amendment of development standards will amend Section 10.B.7.(b) of the DDD Code, Appendix A to the Unified Development Code.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Wednesday, February 15, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed Amendment to the Downtown Development District Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH and modify the Regulating Plan map. The amendment of development standards will amend Section 10.B.7.(b) of the DDD Code, Appendix A to the Unified Development Code, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Tuesday, February 14, 2023,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **401 Water Street**
(Southwest corner of Water Street and Beauregard Street).
Council District 2
ZON-002371-2023 (Amendment to Regulating Plan)
Maynard Cooper & Gale
Amendment to the Downtown Development District Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH and modify the Regulating Plan map. The amendment of development standards will amend Section 10.B.7.(b) of the DDD Code, Appendix A to the Unified Development Code.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Wednesday, February 15, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed Amendment to the Downtown Development District Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH and modify the Regulating Plan map. The amendment of development standards will amend Section 10.B.7.(b) of the DDD Code, Appendix A to the Unified Development Code, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Tuesday, February 14, 2023,** to allow adequate time for the Commission members to review the information.

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

City of Mobile · Planning & Zoning

Planning Commission Application

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) COPIES of this application by NOON on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

ZON-002371-2023
1-26-23

APPLICATION TYPE AND FEES

☒ Zoning Change	☐ Planning Approval	☐ Planned Unit Development
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost)**

Application for amendment to Regulating Plan and Text Amendment for DDD

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Maynard Cooper & Gale — Name

jwatkins@maynardcooper.com — Email

11 N. Water Street, Suite 24290, Mobile, AL 36602 — Full Address (Street, City, State, Zip)

251-476-9600 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Adams Street Property, LLC — Name

Name (other owners, optional)

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

401 Water Street, southeast corner of Water and Beauregard Street — Property Address

Multiple parcels — Parcel Number

14.770 acres — Property Area (acres or square feet)

SD and TD-4 — Present Zoning

SD-WH — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

1-26-23

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ■ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

10. 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).

11. 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.

Applicant Signature _____ Date 1/13/23

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 rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant Signature _____ Date 1/13/23

LDN-002341-2023

APPLICATION DESCRIPTION

The subject property is currently two legal lots of record, Lot 1 of the Mobile Press Register Subdivision (where the offices, printing and warehousing operations once were) and a three acre +/- parcel which is Lot 2 of the newly platted DeTonti Pointe subdivision. The applicant is simultaneously filing for the approval of the combination of those two lots into a single legal lot of record.

The Press Register lot is currently shown as having an SD designation under the regulating plan for the Downtown Development District. The DeTonti Pointe lot is in the TD-4 Transect under the Downtown Development District overlay. The Applicant is requesting that the combined lots be designated SD-WH given the proposed use of the site for beverage warehousing and distribution and also that the regulating plan map be amended to reflect that change.

The applicant is submitting a proposed master plan to support the regulating plan amendment which reflects the applicant's intended construction and development of the site. The applicant intends to modify the existing warehouse improvements by adding an additional 93,000 +/- square feet of warehouse facilities and truck loading bays. Given the size and function of the warehouse/distribution facilities to be constructed and the design of the existing buildings on the property, the applicant is also requesting a text amendment to the regulating plan to remove transparency requirements for the Beauregard Street frontage for Lot 1, GDH Adams Subdivision.

PLANNING CONSISTENCY STATEMENT

The site has been given a Downtown land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Downtown is called out as a separate land use designation due to its distinct role, layout and fabric. As a land use district, Downtown (DT) is the ultimate mixed-use environment. Land development and redevelopment will emphasize variety, mixed uses, and unity of form within buildings or complexes.

The applicant intends to re-use and repurpose the Mobile Press Register Building to serve as the corporate headquarters and regional distribution center for a local beverage distribution company. Once operational, the business will have more than 220 employees enjoying the downtown area. This type of re-development of existing buildings was one of the stated focuses of the Future Land Use Map. As such, the proposed subdivision and regulating plan amendment being requested here are consistent with the Future Land Use Plan and Map components of the Map for Mobile.

1-26-23
ZON-002371-2023

ZONING STATEMENT

The applicant is requesting that the subject properties be combined into a single lot of record and be designated as SD-WH. The larger of the two lots is currently designated as SD. In order for any future development of that parcel, that parcel will be required to be brought into the regulating plan in an existing transect or a new transect created for the site. Given the type of use proposed at the site (warehouse and distribution) the applicant believes that the existing SD-WH transect is the appropriate designation. The incorporation of the DeTonti Pointe lot into this site would otherwise create a split zoned parcel. To avoid that split zoned lot, and consistent with the proposed use of the entire parcel, the applicant is asking that the entire site be designated as SD-WH.

The applicant would argue that this request would be appropriate given the changing conditions of the surrounding area (much of the northeast end of Beauregard Street is now warehouse and distribution facilities given its close proximity to the port operations). Also, the increased need for business or industrial sites makes it desirable to expand the boundaries of existing districts to include the 3 acre parcel being incorporated into the overall development plan. Ultimately, in this case, the larger of the two sites was given an SD designation when the regulating plan was adopted. In order develop that site, it needs to be given a designation which contains appropriate regulating standards and the applicant believes that the SD-WH designation is most appropriate given the existing structures and use and the proposed redevelopment plans.

PROPOSED TEXT AMENDMENT

In order to accommodate the proposed re-development and expansion of this site the applicant would request a text amendment to the regulating plan to add the following text to Section 10. B.7(b)of Appendix A of the Downtown Development District Regulating Plan:

Notwithstanding the foregoing, warehouse and distribution facilities located in the SD-WH district having more than 75,000 square feet of warehouse space and having frontage on Beauregard Street shall be exempt from the transparency requirements hereof as to the Beauregard Street frontage.

1-26-23
ZON-002871-2023

January 18, 2023

Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

Re: Subdivision and Regulating Plan Amendment (Text and map)
GDH Adams Subdivision

Ladies and Gentlemen:

Please accept this letter as the City of Mobile, Alabama's approval and authorization designating Maynard Cooper & Gale, James F. Watkins, as a party authorized to submit an application for a Subdivision and an Application for Zoning Amendment/Amendment to Regulating Plan with respect to the property identified as Lot 2, DeTonti Pointe Subdivision. The applications will create a single lot of record in the above referenced subdivision and change the regulating plan to reflect a zoning classification of SD-WH.

Sincerely,

Ricardo A. Woods
City Attorney

ZON-002371-2023
1-26-23

January 13, 2023

Urban Development Department

Planning Section

P.O. Box 1827

Mobile, AL 36633

RE: Subdivision and Regulating Plan Amendment (Text and map)
GDH Adams Subdivision

Ladies and Gentlemen,

Please accept this letter as Adams Street Property, LLC's approval and authorization designating Maynard Cooper & Gale, James F. Watkins, as a party authorized to submit an application for a Subdivision and an Application for Zoning Amendment/Amendment to Regulating Plan with respect to the property identified as Lot 1, Mobile Press Register Subdivision, First Addition. The applications will create a single lot of record in the above referenced subdivision and change the regulating plan to reflect a zoning classification of SD-WH.

Sincerely,

Adams Street Property, LLC

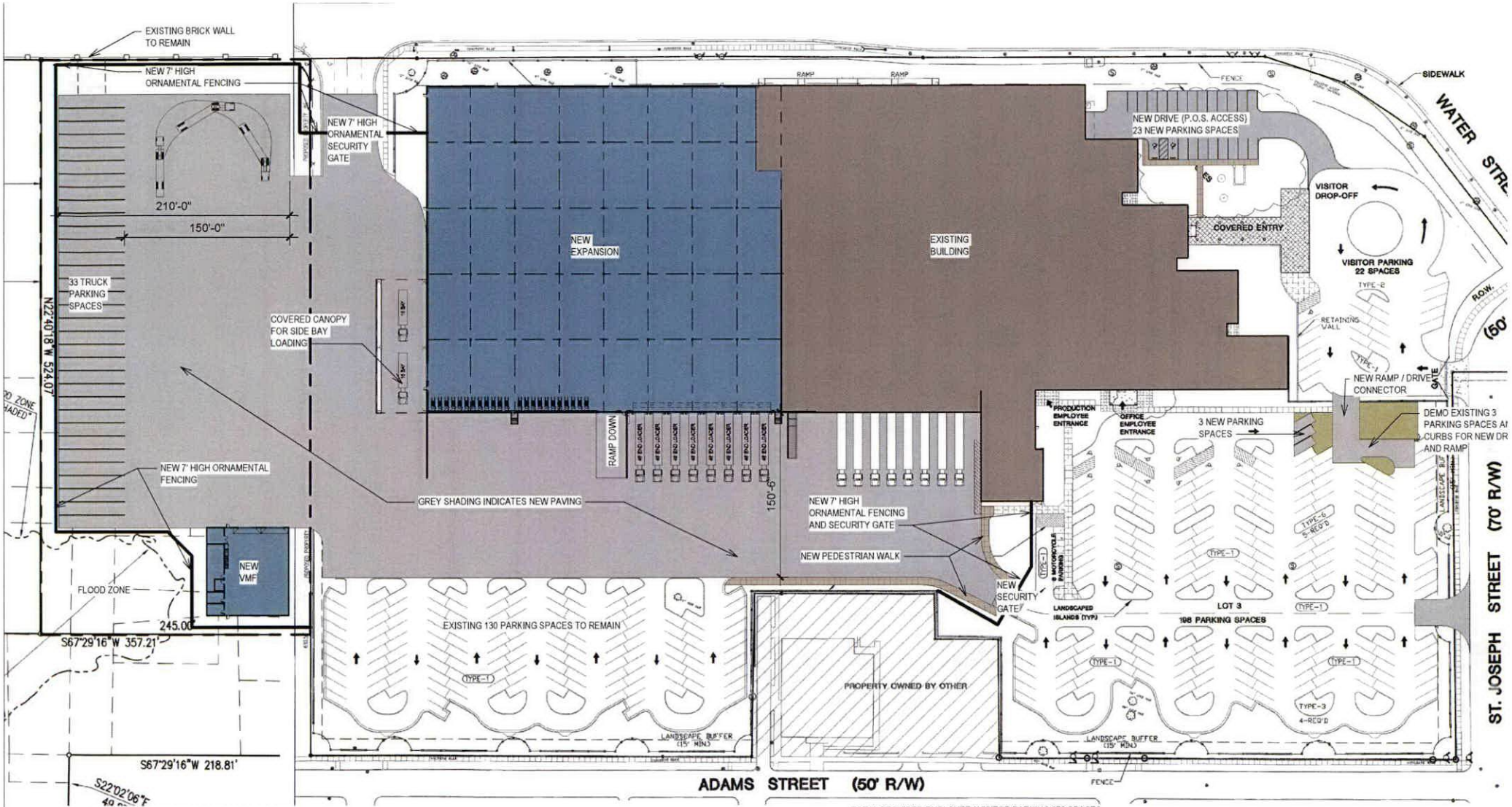
By: _____

Print name: Louis Maisel

As its: Vice President

{06701158.1}

ZON-002371-2023
1-24-23



TOTAL PROVIDED EMPLOYEE / VISITOR PARKING 373 SPACES
REQUIRED PARKING PER CODE (HANK AARON LOOP)
OFFICE - 1 SPACE PER 600 G.S.F. DEVOTED TO OFFICE / COMMERCIAL USES.
WAREHOUSE - 1 SPACE PER 3 WAREHOUSE EMPLOYEES
EXISTING 3 STORY OFFICE 102,645 G.S.F. = 171 SPACES

SITE PLAN

1" = 80'-0"

GULF DISTRIBUTING

Mobile, Alabama

HDA

01-10-2023

A & A
P O BOX 1787
MOBILE AL 36633

ADAMS STREET PROPERTY LLC
3378 MOFFETT RD
MOBILE AL 36607

AMERIGO CARLOS SERRANO & EILEEN D SERRANO
203 ADAMS ST
MOBILE AL 36603

BEARD TY EDWARD & CAROLYN MARIE BEARD
308 N JACKSON ST
MOBILE AL 36603

BLAIR RICHARD DAVID
304 CONCEPTION ST N
MOBILE AL 36603

BLANKENSHIP MICHAEL C
1305 SPRING HILL AVE
MOBILE AL 36604

BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY
P O BOX 180069
MOBILE AL 36618

ZUKLEY JOHN JR
313 N JACKSON ST
MOBILE AL 36603

BRABNER LAURA MICHELLE
316 CONCEPTION ST N
MOBILE AL 36603

BROOKS BENJAMIN H III & KATHY F
4953 AUDUBON DR
MOBILE AL 36619

BROOKS BENJAMIN H III & KATHY STINSON BROOKS
303 JACKSON ST N
MOBILE AL 36603

CLARK OIL COMPANY INC
720 STATION ST
WAYNESBORO MS 39367

DOPSON MARGARET & JERRI KEITH
311 JOACHIM ST N
MOBILE AL 36603

DYE CARMEN A
304 N CLAIBORNE ST
MOBILE AL 36603

E H FORD MORTUARY SERVICES INC., A TENNESSEE CORPORATION
3390 ELVIS PRESLEY BLVD
MEMPHIS TN 38116

FOREMAN ETSIE & ANNAMAE FOREMAN
952 FRANKLIN ST
MELROSE MA 02176

GULF HEALTH PROPERTIES INC
PO BOX 2226
MOBILE AL 36652

HAMILTON AMY ST. JOHN & FRANCES ST. JOHN ROUSE
1157 PALMETTO ST
MOBILE AL 36604

HELLAND JOHN
PO BOX 277
IRVINGTON AL 36544

HOIT DAVID & GINGER HOIT
312 N CLAIBORNE ST
MOBILE AL 36603

HURD NICOLE
317 CONCEPTION ST N
MOBILE AL 36603

HUTCHENS DENNIS WADE & DANA MICHELLE HUTCHENS
255 ADAMS STREET
MOBILE AL 36603

JONES WILLIAM SHELDON C/O KOALA LAND COMPANY LLC
PO BOX 1726
MOBILE AL 36633

LEE GARY N
1818 DAUPHIN STREET
MOBILE AL 36606

LEE GARY N & LORINE LEE
1818 DAUPHIN ST
MOBILE AL 36606

LEVITT KIDS ONE, LLC, A GEORGIA LLC CARE OF: SCHULTEN WARD TURNER & WEISS LLP
260 PEACHTREE ST, NW, STE # 2700
ATLANTA GA 30303

LPTM LLC
301 SAINT JOSEPH ST
MOBILE AL 36602

MADDOX DOROTHY JEAN & MICHELLE M HARBIN
312 N JACKSON ST
MOBILE AL 36603

MARINE RIGGING INC
552 BEAUREGARD ST
MOBILE AL 36603

MARTIN WILLIE C & SHELIA M
315 N JOACHIM ST
MOBILE AL 36603

M-H PROPERTY ENTERPRISES LLC
11120 TOMAHAWK CREEK PKWY
LEAWOOD KS 66211

MILLER HELLEN D
308 N CLAIBORNE ST
MOBILE AL 36633

MILLSAP CULLEN V & JOHN KILPATRICK
302 BAY HILL DR
DAPHNE AL 36526

MINNAERT MEREDITH HOIT
312 N JOACHIM ST
MOBILE AL 36603

Maynard Cooper & Gale
Attn: James Watkins
11 N Water Street, Suite 24290
Mobile, AL 36602

MOBILE CITY OF ALABAMA A MUNICIPAL CORPORATION
P O BOX 1827
MOBILE AL 36633

MOBILE COUNTY OF BOARD OF SCHOOL COMMISSIONERS
P O BOX 180069
MOBILE AL 36618

MOBILE HOUSING BOARD
P O BOX 1345
MOBILE AL 36622

NORMAN CARL WILLIAM & KELLY J KANE
304 CONGRESS ST
MOBILE AL 36603

PALMETTO PROPERTIES INC A CORP
P O BOX 7745
MOBILE AL 36670

RAUE BARBARA J & LEON FRANICS RAUE JR
TRUSTEES OR THEIR
P O BOX 441
ESPARTO CA 95627

SAINT JAMES LODGE #65
307 JACKSON ST N
MOBILE AL 36603

SAMUELS MILDRED
1806 IDELL ST
MOBILE AL 36617

SANDERS ANGELA J GIPSON
317 N JACKSON ST
MOBILE AL 36603

SHANE A TAYLOR PROPERTIES LLC
P O BOX 295
MOBILE AL 36601

SHATTO HELEAN I
312 CONCEPTION ST N
MOBILE AL 36603

TUROLSKI ARKADIUSZ & MELISSA GAIL ASPELUND
2530 BRANDY CIR
ANCHORAGE AK 99516

UNITED STATES POSTAL
ATLANTA FACILITIES SRVC OFF 1735
NORTH BROWN ROAD
LAWRENCEVILLE GA 30043

VCP SEAMANS LLC, A ALABAMA LIMITED LIABILITY COMPANY
2110 POWERS FERRY RD SE STE 150
ATLANTA GA 30339

WHATLEY ALEXANDER
313 N JACKSON ST
MOBILE AL 36603

WILL ANNE
320 N JACKSON ST
MOBILE AL 36603

SUBDIVISION, ZONING & TEXT AMENDMENT STAFF REPORT **Date: February 15, 2023**

APPLICANT NAME	Maynard Cooper & Gale
SUBDIVISION NAME	GDH Adams Subdivision
LOCATION	401 Water Street (Southwest corner of Water Street and Beauregard Street)
CITY COUNCIL DISTRICT	District 2
PRESENT ZONING	T-4 and SD-Special District
PROPOSED ZONING	SD-WH, Special District - Warehouse
AREA OF PROPERTY	1 Lots / 14.8± Acres
CONTEMPLATED USE	Subdivision approval to create 1 lot, amendment of the Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH, and Text Amendment to modify Appendix A. Section 10.B.7.(b). Transparency, to allow commercial offices, warehouse and distribution. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
REASON FOR REZONING	To assign an existing Transect District to an undesignated property and eliminate split-zoning.
TIME SCHEDULE FOR DEVELOPMENT	24 months from October 1, 2023

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale,

bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

B. Label the POB.
C. Revise the written legal description to include the correct recording information for LOT 2 De Tonti Pointe Subdivision.
D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11.
E. Revise SUBDIVISION NOTE 1 to read: As shown on the 1984 aerial photo (FLIGHT 30 - #69) LOT 1 will receive the 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 – 87,000 sf.
F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

TRAFFIC ENGINEERING COMMENTS Site is limited to its existing curb cuts with any changes in 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 the City's Zoning Ordinance.

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

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create 1 lot, amendment of the Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH, and Text Amendment to modify Appendix A. Section 10.B.7.(b). Transparency, to allow commercial offices, warehouse and distribution.

The future development of the property includes the removal of an existing 15,000± square foot one-story office-warehouse building, construction of a 93,000± square foot warehouse expansion connected to the existing Press-Register building, and construction of a 6,000± square foot vehicle

maintenance facility with 33 delivery truck parking spaces. The site plan included with the application is the "Master Plan" required for the amendment of the Regulating Plan.

Two lots abut the site and provide a portion of surface parking for the site. These two lots are not included in this application and will remain as-is, retaining the existing T-4 sub-district zoning.

The 14.8± acre site is partially developed, with approximately 3 acres undeveloped. The site is bounded to the East by a multi-family development and commercial property in a T-5.1 district and across North Water Street by I-1 (light) and I-2 (heavy) industrial districts, to the South by developed T-4 residential and commercial properties within the DeTonti Square Historic District, to the West by Calloway-Smith Middle School in a T-4 district, and to the North, across Beauregard Street by residences and vacant properties in an R-3 Multi-Family Residential district.

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

The site has been given "Downtown" and "Institutional" land use designations, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Downtown is called out as a separate land use designation due to its distinct role, layout and fabric.

As a land use district, Downtown is the ultimate mixed-use environment. Land development and redevelopment will emphasize variety, mixed uses, and unity of form within buildings or complexes.

As the city's and region's center for commercial and service employment, Downtown supports intense development and a dynamic combination of uses: specialty and regional retail shopping and offices; business support services; urban housing at higher densities (starting at 10 dwelling units per acre); civic, educational and cultural destinations; entertainment options; and other public amenities including active and passive park space. The successful integration of a mix of housing types and densities will be critical to achieve a vibrant, 24/7-active Downtown Mobile.

Development in the Downtown district will focus on new, redeveloped and adaptively reused buildings that frame attractive, human-scaled streetscapes, memorable public spaces, bicycle and pedestrian-friendly streets and convenient transit access to jobs, housing and entertainment. Accordingly, certain areas of Downtown will be more intensively developed to facilitate that pedestrian orientation.

The Institutional designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included. Parks and public open space are not included but have their own land use classification.

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

The current zoning designations of T-4 and SD for the site were assigned in May 2014, when the Downtown Development District (DDD) regulations were adopted by the City Council. The site was developed before the adoption of the DDD regulations.

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

The Downtown Development District (DDD) regulations include requirements regarding minimum lot size, curb-cuts and minimum setback requirements which differ than those found in the Subdivision Regulations. Therefore, the subdivision review will take into account the DDD requirements.

The most recent subdivision applications for the site were in December 2022, creating the western property that is the subject of this application, and in June 2003 for the eastern property that is the subject of this application. This request will combine two existing lots into one lot.

The site fronts onto Saint Joseph Street, an "A" street per the DDD regulations, as well as North Water Street and Beauregard Street, which are "B" streets per the DDD regulations. As the overall site has been the subject of previously approved and recorded subdivisions, no additional right—of-way will be required.

The site has one existing curb-cut to Beauregard Street and two existing curb-cuts to Saint Joseph Street. No changes are proposed to any of the existing curb-cuts in relation to the proposed use of the site.

The applicant provided the following statement regarding the subdivision and amendment of the Regulating Plan to rezone the property to SD-WH:

> *The applicant is requesting that the subject properties be combined into a single lot of record and be designated as SD-WH. The larger of the two lots is currently designated as SD. In order for any future development of that parcel, that parcel will be required to be brought into the regulating plan in an existing transect or a new transect created for the site. Given the type of use proposed at the site (warehouse and distribution) the applicant believes that the existing SD-WH transect is the appropriate designation. The incorporation of the DeTonti Pointe lot into this site would otherwise create a split zoned parcel. To avoid that split zoned lot, and consistent with the proposed use of the entire parcel, the applicant is asking that the entire site be designated as SD-WH.*
>
> *The applicant would argue that this request would be appropriate given the changing conditions of the surrounding area (much of the northeast end of Beauregard Street is now warehouse and distribution facilities given its close proximity to the port operations). Also, the increased need for business or industrial sites makes it desirable to expand the boundaries of existing districts to include the 3 acre parcel being incorporated into the overall development plan. Ultimately, in this case, the larger of the two sites was given an SD designation when the regulating plan was adopted. In order develop that site, it needs to be given a designation which contains appropriate regulating standards and the applicant believes that the SD-WH designation is most appropriate given the existing structures and use and the proposed redevelopment plans.*

The proposed use of the property for commercial offices, warehouse and distribution is allowed by right within the proposed SD-WH, Special District-Warehouse district. The majority of the site was originally developed in 2002 for a newspaper printing and distribution facility with associated commercial offices. As the applicant proposes to expand the existing structure, amendment of the Regulating Plan to assign a transect district other than the undefined SD, Special District, is required.

The proposed lot will have approximately 200± feet of frontage on North Water Street, 132± feet of frontage onto Saint Joseph Street, and approximately 1,100± feet of frontage on Beauregard Street. The lot will comply with the minimum width requirements of the Subdivision Regulations. There are no width requirements for lots in SD-WH districts within the DDD.

The proposed lot will be approximately 14.7± acres, or 663,376± square feet. The lot will comply with the minimum lot area requirements of the Subdivision Regulations. There are no lot area requirements for lots within the DDD.

The preliminary plat does not depict any setbacks, however, notes on the plat reference setbacks required by prior approvals. The setbacks required for the SD-WH sub-district are a maximum 10-foot setback for the Primary Building along the Primary (street) Frontage (in this case, Saint Joseph Street due to its designation as an "A" street per the DDD regulations), and "*Unrestricted if fire rating requirements are met*" for the Secondary (street) Frontages and side and rear setbacks. The plat should be revised to note the applicable zoning setbacks.

The DDD regulations limit the number of curb-cuts for properties in SD-WH districts to one (1) per street frontage. As previously noted, the proposed lot has two (2) existing curb-cuts to Saint Joseph Street and one (1) existing curb-cut to Beauregard Street. No changes are proposed by the applicant to the existing curb-cuts and these will remain "as-is."

Finally, prior to any applications for demolition or construction, the applicant must apply to the Consolidated Review Committee for review, as required by the Downtown Development District regulations.

TEXT AMENDMENT REMARKS

As previously stated, the applicant is proposing a 93,000± square foot warehouse addition to the existing structure. This new expansion will have frontage along approximately 300± feet of Beauregard Street. The DDD regulations, Appendix A. Section 10.B.7.(b)., require that all new construction with frontage on a Primary or Secondary Street have a minimum of 20% window transparency per floor facing the street frontage as stated below:

> "All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."

In order to accommodate the proposed re-development and expansion of this site, the applicant is requesting that the proposed SD-WH district for this site be exempted from this requirement via a text amendment to the Downtown Development District regulations. The proposed change to the text is in *italics* as stated below:

> "*Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street* all building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."

There have been very few instances since the adoption of the DDD in 2014 of warehouse construction or expansion within the DDD. Where it has occurred, it has typically consisted of less than 5,000 square feet, and in association with buildings constructed prior to 1950. In contrast, the anticipated warehouse addition for the site in question is proposed to be over 90,000 square feet, and will be part of a structure originally built in 2002 which has almost no windows along the Beauregard Street frontage.

RECOMMENDATION

Subdivision: The Subdivision request is recommended for Tentative Approval, subject to the following conditions:

1) Retention of all right-of-way widths as depicted on the preliminary plat;
2) Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3) Revision of notes regarding setbacks to reflect the applicable zoning setbacks;
4) compliance with the Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Label the POB. C. Revise the written legal description to include the correct recording information for LOT 2 De Tonti Pointe Subdivision. D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11. E. Revise SUBDIVISION NOTE 1 to read: As shown on the 1984 aerial photo (FLIGHT 30 - #69) LOT 1 will receive the 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 – 87,000 sf. F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.)*;
5) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Site is limited to its existing curb cuts with any changes in 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 the City's Zoning Ordinance.)*;
6) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.)*; and
7) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.).*

Regulating Plan Amendment - Rezoning: Based upon the preceding, staff finds that the following condition(s) prevail to support the rezoning request:

i. Change in conditions. Changed or changing conditions in a particular area, or in the planning region generally, make a change in the chapter necessary and desirable;
ii. Increase in need for sites for business or industry. Increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to rezone an area or to extend the boundaries of an existing district; or
iii. Subdivision of land. The subdivision or imminent subdivision of land into urban building sites makes reclassification necessary and desirable.

As such, staff recommends Approval of the request to amend the Regulating Plan for the site from SD and T-4 to SD-WH, subject to the following conditions:

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

Text Amendment: Staff recommends that the Commission consider all relevant facts prior to deciding if the proposed text amendment to Appendix A. Section 10.B.7.(b). should be recommended for approval or denial to the City Council.

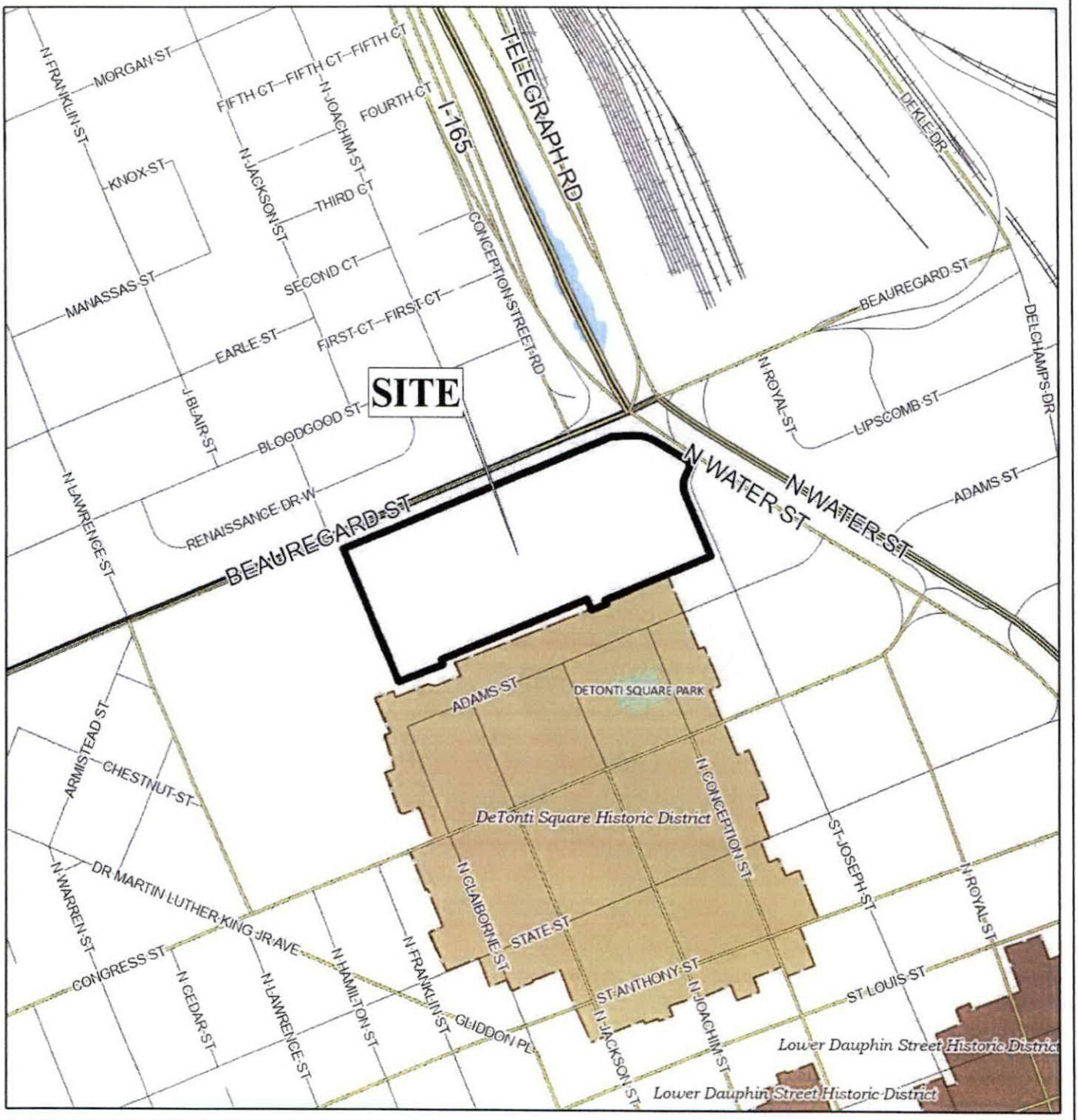
Amend Appendix A. Section 10.B.7.(b). Transparency from:

"All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."

to

"*Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street* all building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."

LOCATOR MAP



APPLICATION NUMBER 7 DATE February 15, 2023

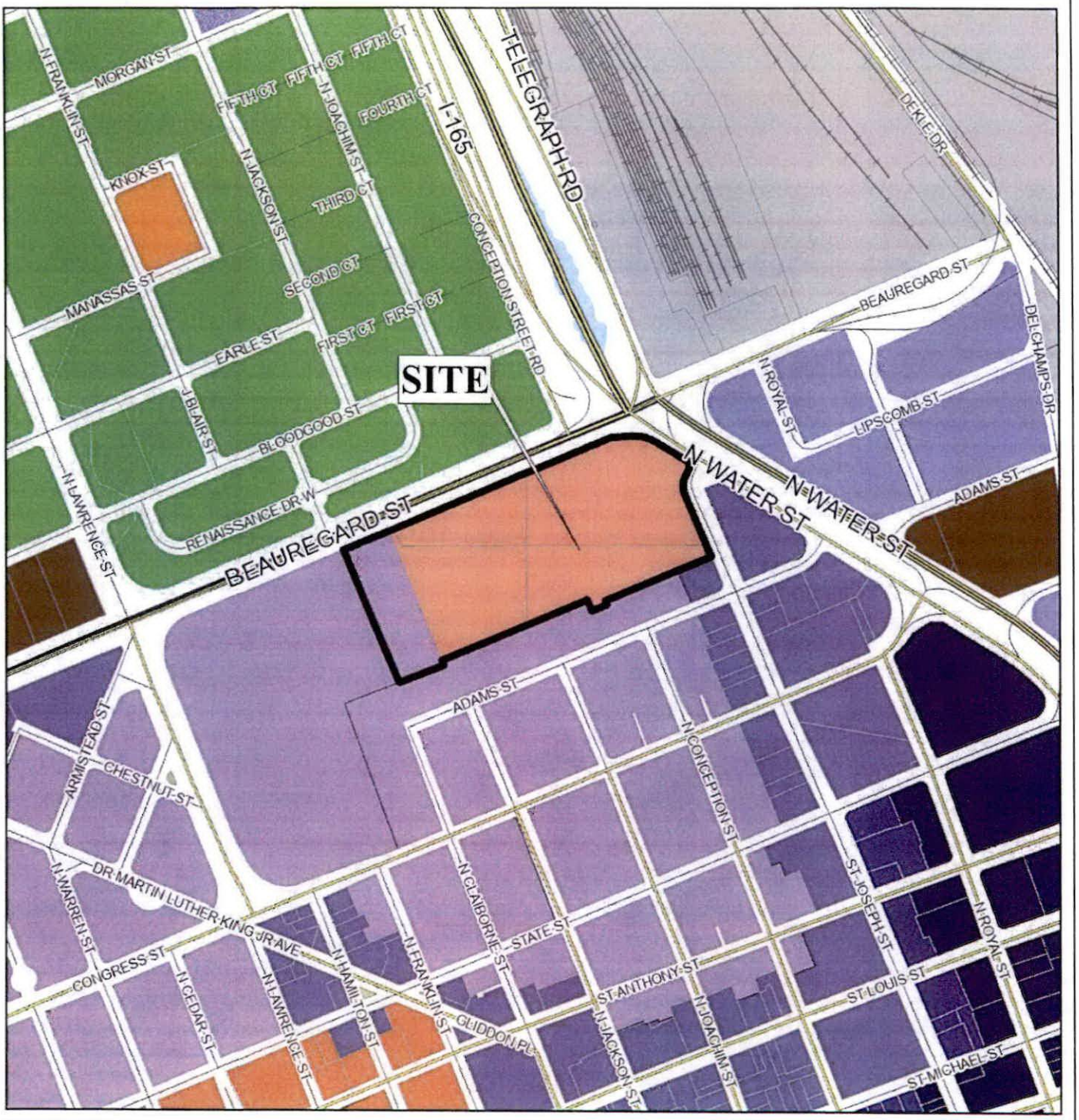
APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE February 15, 2023

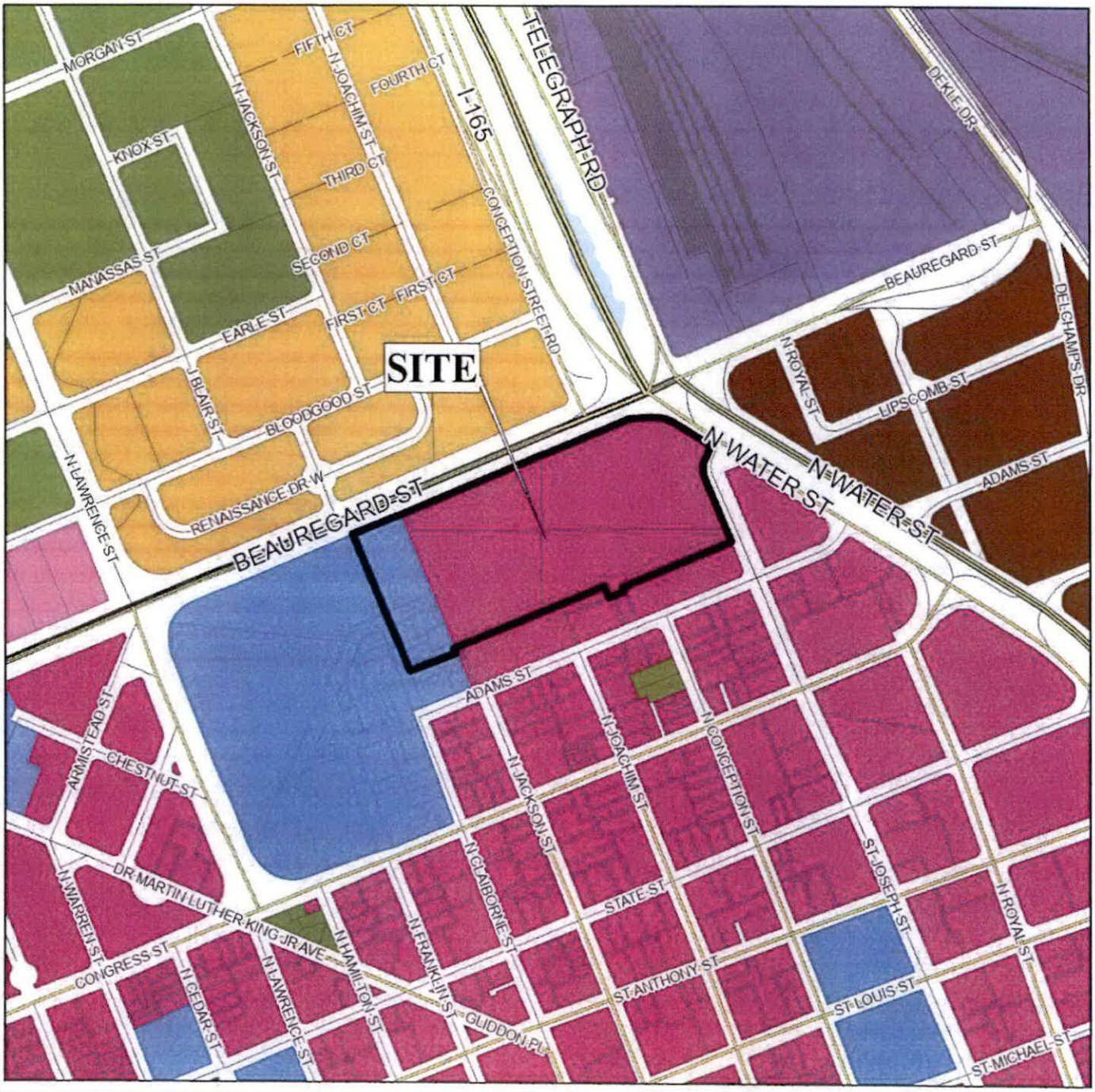
APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE February 15, 2023

APPLICANT GDH Adams Subdivision

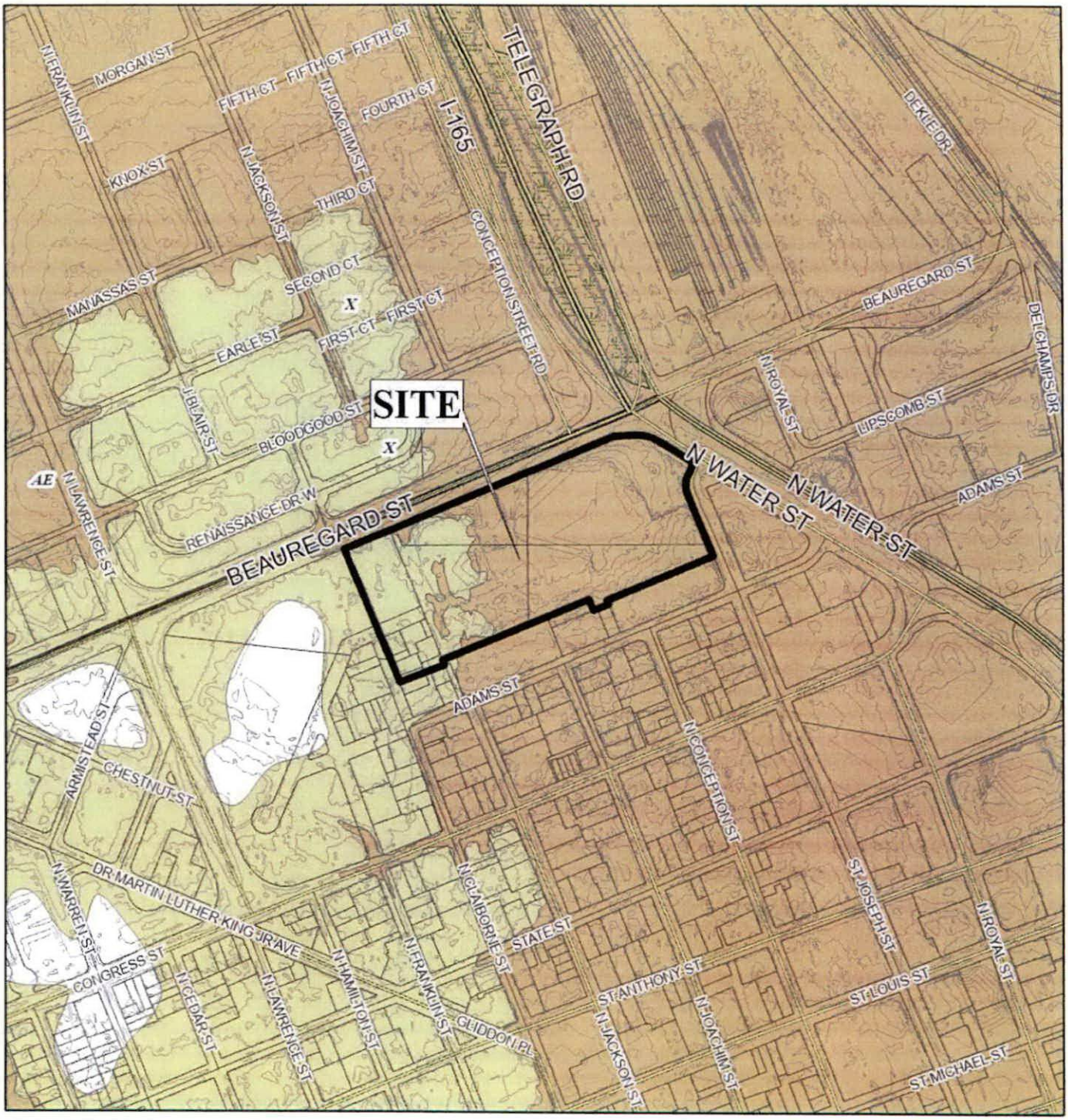
REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE February 15, 2023

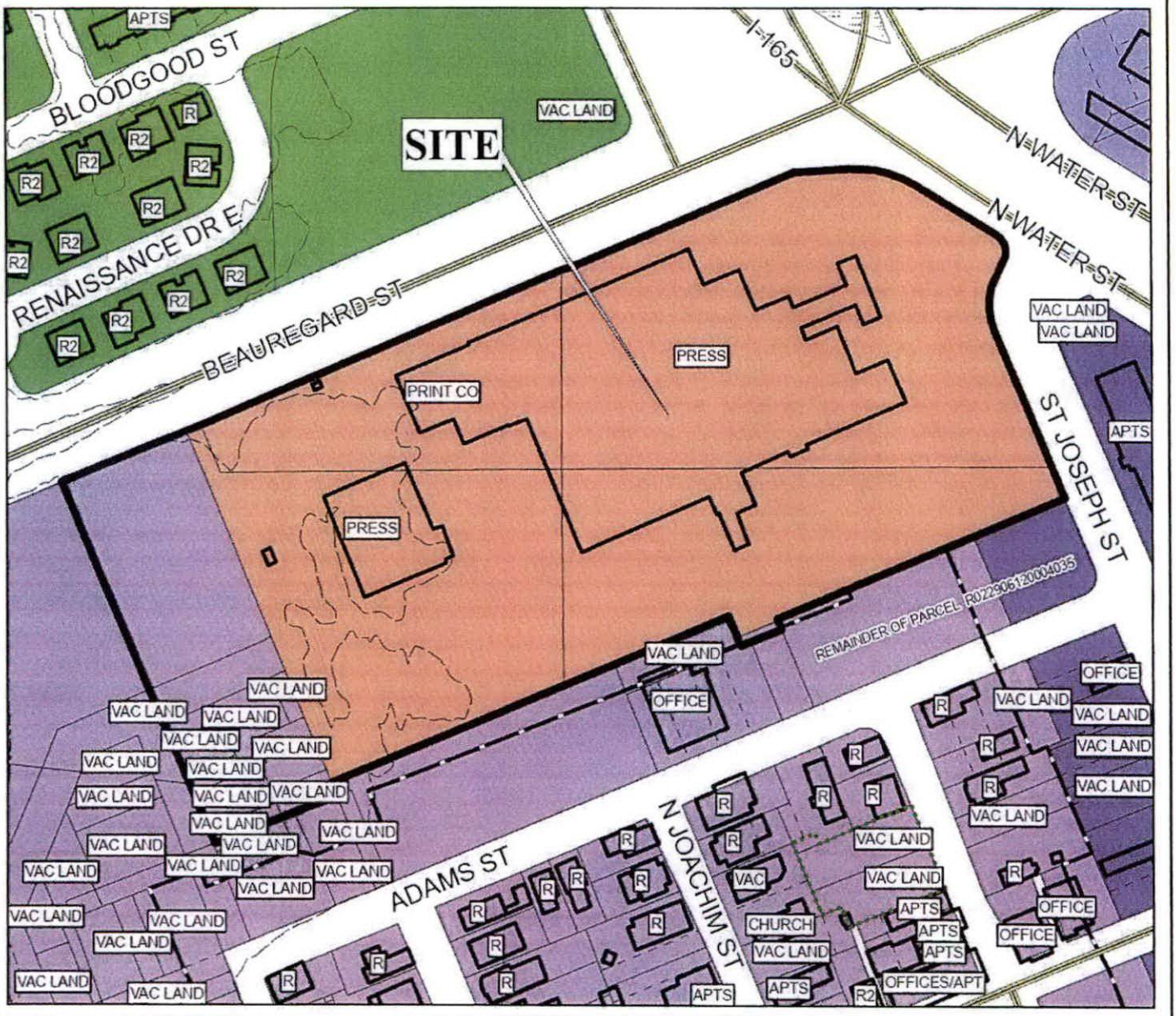
APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 7 DATE February 15, 2023

APPLICANT GDH Adams Subdivision

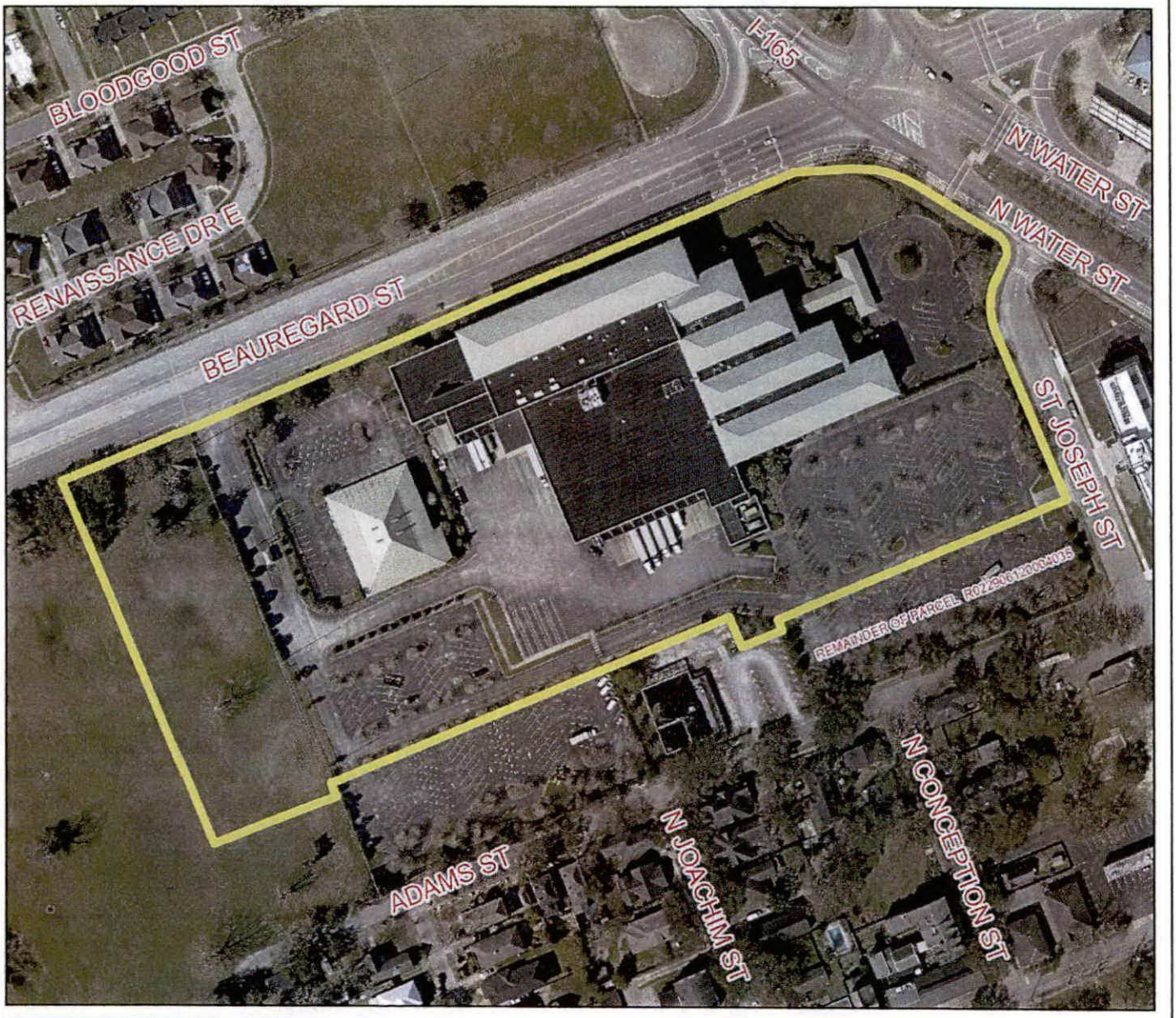
REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 7 DATE February 15, 2023

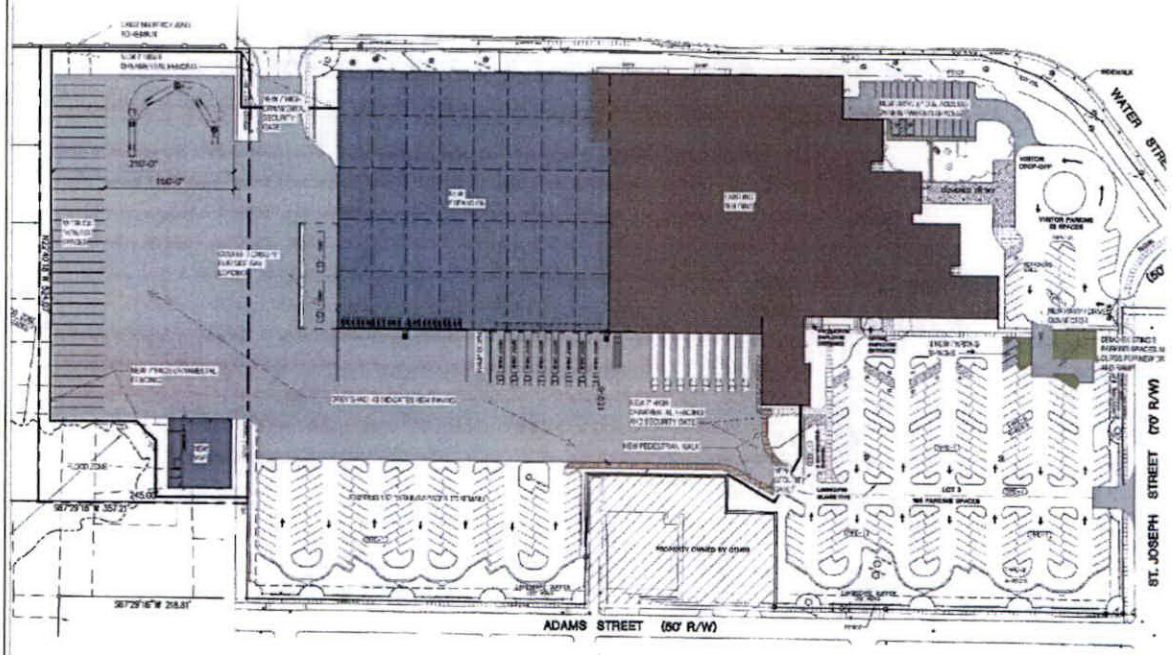
APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

SITE PLAN



The site plan illustrates the existing building and parking, and proposed addition and parking.

APPLICATION NUMBER 7 DATE February 15, 2023

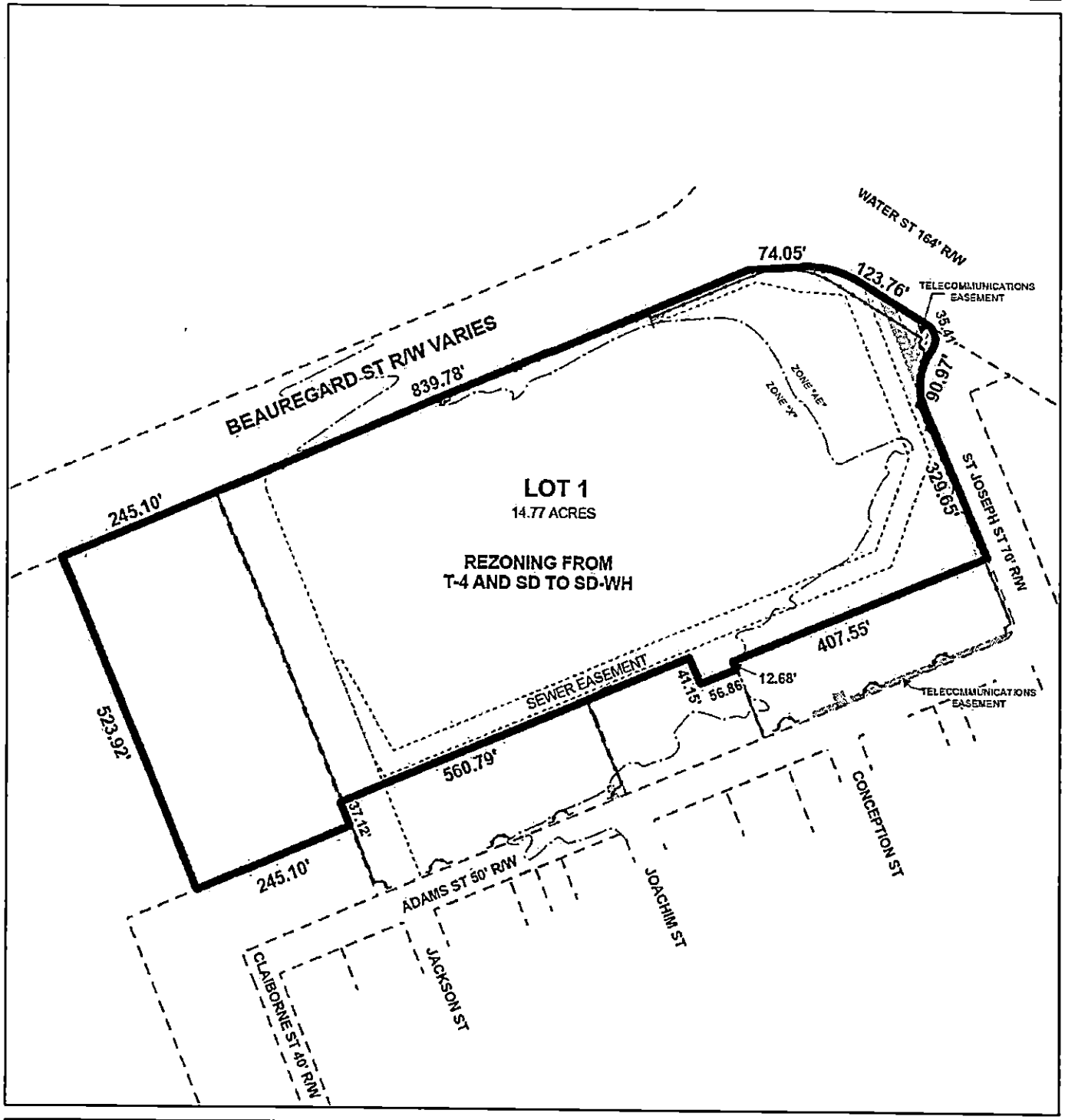
APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE February 15, 2023

APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/23/2023 - 11:17 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/23/2023 - 11:21 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/27/2023 - 8:23 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/23/2023 - 11:25 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/23/2023 - 11:29 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Gauthier, Lana	Approved	3/23/2023 - 11:34 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/23/2023 - 11:37 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/23/2023 - 12:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Dr. Roxanne	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/23/2023 - 12:12 PM

CITY CLERK DEPARTMENT
2023 MAR 20 AM 10: 14

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
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Dr. Roxanne Hannon-Odom, President MAC DST Date: March 14, 2023

Address: 2056 Dr. Martin Luther King Jr. Ave

Phone: 251-321-2027 Email: dstmactech2021@gmail.com

Date to Address City Council: March 28, 2023

Subject (must complete):

In Celebration of Delta Sigma Theta Sorority, Inc Sisterhood Month, the Mobile Alumnae Chapter of DST would like to share with the Council the contributions the chapter has given to the community (Since Day One) as it relates to Social Action as well as highlight current issues in the city that the organization is closely monitoring.

Specific Questions:

Signature: Roxanne Hannon-Odom

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Payne	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/23/2023 - 12:14 PM

CITY CLERK DEPARTMENT
2023 MAR 17 AM 9:34

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Derick Payne Date: 3/17/23

Address: 6805 Autumn Ridge Dr 36695

Phone: 251.331.6130 Email paynederick8@gmail.com

Date to Address City Council: 3/28/23

Subject (must be completed): Hero's Park - Repairing the fields for the baseball season that's suppose to be starting April 1st. Said Council member Reynolds said the fields would be ready in time but nothing has been done.

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Ruffin	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/23/2023 - 12:16 PM

CITY CLERK'S DEPARTMENT
2023 MAR 21 PM 2:34

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Creola Ruffin for Gulf Coast Ethnic Heritage Jazz Festival Date: 3-21-23

Address: 357 Adler Ave., Mobile, Al. 36604

Phone: 251-478-4027 Email ruffincl@aol.com

Date to Address City Council: 3-28-23

Subject (must be completed): Usage of Cooper Riverside Park

Specific Questions: Informed Park would close to public after 7/4/23. Whether or not closing date could be extended until end of July so that festival could be held July 29-30 2023. This will be the 25th Annual and Cooper is ideal for this Downtown upscale event.

Signature: Creola D. Ruffin

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Edwards	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/23/2023 - 12:17 PM

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Rev. David Edwards Date: 3/23/23

Address: 670 Fisher St

Phone: (251) 518-8885 Email

Date to Address City Council: 3/28/23

Subject (must be completed): pros & cons of annexation

Specific Questions:

Signature:

CITY CLERK DEPARTMENT
2023 MAR 23 AM 10:51

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Brown	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/23/2023 - 12:19 PM

CITY CLERK DEPARTMENT

2023 MAR 23 AM 10:36

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Rev. Bobby Brown Date: 3/23/23

Address: 3651 Wenlock Ct 36693 D4

Phone: 251.554.3838 Email bobebrown1@yahoo.com

Date to Address City Council: 3/28/23

Subject (must be completed): Annexation - Get clarification on what the Council & Mayor's intentions are for annexation

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Cooper	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/23/2023 - 12:45 PM

CITY CLERK DEPARTMENT
2023 MAR 23 PM 12:36

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Beverly Cooper Date: 3/23/23

Address: 1208 Palmetto St 36604 D2

Phone: 251·421·5072 Email CofH@comcast.net

Date to Address City Council: 3/28/23

Subject (must be completed): Annexation - Concerns regarding the Study Maps that were produced.

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Bedwell	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/23/2023 - 1:32 PM

CITY CLERK DEPARTMENT

2023 MAR 23 PM 1:11

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
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Kyle Bedwell Date: 3/23/23

Address: 1813 Burntwood Dr W Mobile, AL 36609

Phone: 251-599-7253 Email: kylebedwell.realtor@gmail.com

Date to Address City Council: 3/28/23

Subject (must complete):

Storage unit developments within the City of Mobile, "by permit" and "by right" distinctions in the city zoning codes, highest and best use of land, Future Land Use Map.

Specific Questions:

What can the city council do to prevent our most important land from being developed into mini storage facilities, specifically in districts such as mine?

How can the city ensure that the city's goals as set out in the FLUM can be realized, if the code today allows types of development "by right" that would be diametrically opposed to the goals of the FLUM? B3 is the most permissive of the B codes, and it is everywhere in my district.

Signature: Kyle Bedwell dotloop verified 03/23/23 12:04 PM CDT Q2DS-UKVJ-W1MA-ZCDI

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Councilmember Cory Penn

Purpose and Scope of Project:

Authorize the conveyance of City owned property located at 2451 Fillingim St. (Mastin Building property) no longer needed for public or municipal purposes.

Amount of Contract:

N/A

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

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	3/15/2023
Routing Forms	Exhibit	3/15/2023
Letter Requesting Conveyance	Backup Material	3/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	3/16/2023 - 9:22 AM
Legal	Kern, Chris	Approved	3/16/2023 - 10:09 AM
Mayors Office	Montgomery, Brandi	Approved	3/16/2023 - 2:10 PM

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE CONVEYANCE THEREOF

Sponsored by Mayor William S. Stimpson and Councilmember Cory Penn

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

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

SEE ATTACHED EXHIBIT 'A'

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

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

SECTION FOUR: The Mayor and City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the deed for the property shown above, when said deed is prepared.

SECTION FIVE: The Real Estate Officer of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, instruments, affidavits, closing statements, or other ancillary forms necessary to complete the conveyance of said property.

SECTION SIX: That certain Lease of the above-described property made by Grantor to Mobile County Hospital Board dated November 30, 1967 and recorded in Real Property Book 817, Page 747 of the records in the office of the Judge of Probate of Mobile County, Alabama which was transferred to Grantee herein by instrument dated December 31, 1970, and recorded in Real Property Book 1019, Page 498 of said Probate records is hereby terminated and shall have no further force and effect.

SECTION SEVEN: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

_____

City Clerk

EXHIBIT "A"

From the Southwest corner of Fillingim Street and Stanton Road, run South 73° 30' West along the Southerly right of way line of Fillingim Street a distance of 886.52 feet to a point; thence South 21° 56' 30" West, a distance of 294.68 feet to the point of beginning of the property herein described; thence South 68° 00' 30" East, a distance of 239.64 feet to a point; thence South 21° 56' 30" West, a distance of 315.92 feet to a point; thence South 69° 28' 16" West, a distance of 188.49 feet to a point; thence North 19° 29' 30" West, a distance of 140.00 feet to a point; thence North 24° 26' 30" West, a distance of 11.00 feet to a point; thence North 21° 56' 30" East, a distance of 330.85 feet to the point of beginning.

Property Address: Part of 2451 Fillingim Street, Mobile, Alabama 36617/ Tax key #700824/
Tax Parcel #02-29-02-44-0-027.100.000

ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

REQUEST TO:

1. **DECLARE CITY OF MOBILE PROPERTY SURPLUS AND,**
2. **CONVEY REAL PROPERTY TO UNIVERSITY OF SOUTH ALABAMA.**

I. Property Address: 2451 Fillingim St. – Mastin Building

City Council District; Zoning: District 1, Councilmember: Cory Penn; B-1

Sale or Lease: Land Conveyance with lease termination

II. Acquisitions by City:

- How Purchased for Mobile General Hospital / Federal Grant 1961; restrictions expired 20 years after construction which was done. A portion of this property is where the nursing school (Mastin Bldg.) is located and it has remained in the City's ownership. The northern portion of the nursing school property was deeded to the Mobile County Hospital Board (MCHB) in 1969. The Hospital property and the northern portion were deeded from MCHB to USA in 1970.

- When: April 20, 1961

- Special Circumstances (if applicable): The nursing school (Mastin Bldg.) property was **Leased**, November 30, 1967, to the Mobile County Hospital Board in a 99-year lease with continued right to renew for future 99-year terms into perpetuity and MCHB was to construct, repair and maintain, with full responsibilities for the property. The Northern portion of this property owned by the City of Mobile was deeded to the MCHB on December 30, 1969. The Southern portion of the leased on which the Nursing School Bldg. is located remained in the City's ownership.

III. Why Sale/Lease recommended: No longer needed for Public or Municipal Purposes

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

I. Property Address: 2451 Fillingim St. – Mastin Building

City Council District and Zoning: B-1 District 1, Councilmember: Cory Penn

Sale or Lease: Land Conveyance with lease termination

Buyer or Lessee: University of South Alabama

II. Date of City Council Resolution Assenting to Sale or Lease: **Upon approval of Ordinance for Disposition**

III. Advertisements: **N/A**

- Dates: _____
- Methods: ____ City Website ____ For Sale sign posted
  ____ Listed with brokers ____ Other (explain)

III. New Lease (if applicable) **N/A**

- Term _____
- Rent _____
- Options to renew _____

IV. Method of Sale:

_____Sale by Realtor _____Request for Proposals
_____Request for Bids _____Negotiation
_____Exchange (explain, including Party, Property)_____
_____Adjacent Property Owner / Sidelot
_____Sale for Less than Fair Market Value
____ Public Purpose (see V below)
__x_ **OTHER (explain):**

REQUEST TO:

1. **DECLARE CITY OF MOBILE PROPERTY SURPLUS AND,**
2. **CONVEY REAL PROPERTY TO UNIVERSITY OF SOUTH ALABAMA.**
3. **LONG-TERM LEASE WITH SURROUNDING PROPERTY IN PROPOSED GRANTEE'S NAME**

IV. Fair Market Value: N/A - **$0**
How Determined: ____ MAI Appraisal; Date of Appraisal _____

___Appraisal ordered by: ☐ CITY or ☐ PURCHASER
____ Tax Assessor; _____
____ Broker's Letter of Value
____ Other; _____

V. Sale/Lease for Public Purpose identified:

____ Non-profit (name & purpose) _____

_____

____ Public Entity (name & purpose) _____

_____

VI. Notice given to adjacent property owners: ____ Yes ____ No

If yes, date of notice: _____

VII. Competing offers: _____Yes; (Explain)_____

UNIVERSITY OF SOUTH ALABAMA

March 3, 2023

The Honorable Sandy Stimpson
Mayor, City of Mobile
10th Floor Government Plaza, South Tower
205 Government Street
Mobile, Alabama 36602

The Honorable C.J. Small
President, Mobile City Council
9th Floor Government Plaza, South Tower
205 Government Street
Mobile, Alabama 36602

Dear Mayor Stimpson and President Small:

Today, we write to request the conveyance of a parcel of land (Parcel number R022902440027100, Key Number 700824) currently under the City's control and encumbered by a 99-year ground lease with the University on which the University of South Alabama's Mastin Clinic operates serving the citizens of Mobile since the 1960s.

This land was deeded from the Mobile County Hospital Board to the City of Mobile on June 23rd, 1967. Per act number 770, approved by the Alabama Legislature on September 9, 1967, all property, assets, etc., of the then Mobile General Hospital and the Mobile County Hospital Board, were transferred to the University of South Alabama, but this land was not, it was deeded to the City of Mobile, which was then ground leased back to USA on November 30, 1967. Even after the remaining lands of the now University Hospital campus were deeded to the University in 1970, this one property remained under the ownership if the City landlocked by the entire hospital campus.

While we certainly cannot glean the *why* as to how our predecessors acted, we can factually state the lack of University's ownership in the property has recently caused issues in the hospital's ability to apply for and receive grant funding for projects and activities at that location. Thus, the reason we come to the City of Mobile with this request.

As you well know, the University of South Alabama is a comprehensive research and teaching university that provides students with a quality education through small class sizes and hands-on research opportunities in more than 125-degree programs. In addition to educating nearly 14,000 students and with more than 93,000 alumni, the University has over the course of its history been dedicated to promoting discovery, health and learning.

OFFICE OF THE PRESIDENT
AD 130 | 307 University Boulevard, N. | Mobile, Alabama 36688-0002
TEL: (251) 460-6111 | southalabama.edu

Cumulatively, over the past 60 years the University has indisputably had a transformative impact on the Mobile region. With a total annual budget of over $1.3 billion, including a payroll of $630 million for nearly 8,700 employees, the University and its health system is one of the largest employers in region, creating an annual economic impact of more than $3 billion. Additionally, USA's Center for Real Estate and Economic Development estimates that each South student has a direct economic impact to the region of between $35,000 and $50,000 annually.

USA Health, home to the region's only Level I Trauma Center, Burn Center and Level III Neonatal Intensive Care Unit, works in close association with USA's academic programs in medicine, nursing, and allied health professions to provide education and experience for future healthcare professionals while offering advanced and innovative care through USA Health University Hospital, USA Health Children's & Women's Hospital, USA Health Mitchell Cancer Institute and primary and specialty care practices; all of which has a significant impact in generating new revenue to the local tax base. In addition, USA Health, in total, provides upwards of $100 million per year in uncompensated care.

In closing, the University of South Alabama creates tremendous value for the City of Mobile. While all the above facts demonstrate the depth of our commitment to, and impact on, this city, we request your support in transferring the parcel in question back to the University and terminating the remaining lease terms.

Sincerely,

Jo Bonner
President

CC: Cory Penn – District 1
William Carroll – District 2
Ben Reynolds – District 4
Joel Daves – District 5
Scott Jones – District 6
Gina Gregory – District 7

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Chief Paul Prine, MPD

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the U.S. Department of Justice/Bureau of Justice Assistance in the amount of $550,000.00 for the FY23 Connect and Protect: Law Enforcement Behavioral Health Response Program. There is an escalating percentage cash or in-kind match requirement that will be provided in full by AltaPointe Health, if awarded.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $550,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/8/2023
AltaPointe's Local Match Letter	Backup Material	3/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	3/9/2023 - 2:36 PM
Legal	Kern, Chris	Approved	3/9/2023 - 3:50 PM
Legal	Kern, Chris	Approved	3/9/2023 - 3:56 PM
Mayors Office	Montgomery, Brandi	Approved	3/16/2023 - 2:16 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive a grant from the U.S. Department of Justice (DOJ), Bureau of Justice Assistance (BJA), for grant assistance in the amount of $550,000.00 in support of the FY23 Connect and Protect: Law Enforcement Behavioral Health Response Program. The match requirement, an escalating percentage cash or in-kind match, will be provided in full by AltaPointe Health, if awarded.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Justice/Bureau of Justice Assistance. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

AltaPointe Health

Your well-being is our priority.

March 8, 2023
City of Mobile
P.O. Box 1827
Mobile, AL 36602-1827

To Whom It May Concern,
As part of the FY 2023 Connect and Protect: Law Enforcement Behavioral Health Response Program Grant, a local funding match is required. This letter serves as AltaPointe Health's commitment to meet the matching fund requirement.

AltaPointe Health understands the following to be true regarding this grant: FY 2023 Connect and Protect: Law Enforcement Behavioral Health Response Grant award is three years (36 months) in duration with a $550,000.00 federal award amount. Funding will cover up to 80 percent of approved projects for years 1 and 2, and 60 percent in year 3. The minimum 20 percent local match requirement for years 1 and 2 is a combined $50,000.00 and 40 percent local match requirement for year 3 is $233,334.00 for a total grant project funding of $833,334.00.

This Escalating Match Requirement can be satisfied with cash or in-kind match. Based on the maximum federal award amount of $550,000.00, the local match requirement will not exceed $283,334.00. However, we understand depending on the award amount and project amount, the dollar amount is subject to change.

If there should be any questions, please feel free to contact me.

Sincerely,

Julie Bellcase
VP of Operations

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

City Council

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/17/2023 - 11:12 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For the design and construction observation of a new fire station to replace existing Toulminville Fire Station at 2065 Dr. Martin Luther King Jr Avenue

Amount of Contract:

$143,400.00

Funding Source

Project # New Toulminville Fire Station - design agreement FD-003-23 — **Discretionary Funds**

Project String C0783 CIP Toulminville Fire Station (20002000-42200) — **Contract Number:**4374

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FD-003-23 new Toulminville Fire Station - design agreement	Cover Memo	3/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	3/16/2023 - 10:46 AM
Capital	Rhodes, Brenda	Approved	3/16/2023 - 11:07 AM
Legal	Kern, Chris	Approved	3/16/2023 - 1:52 PM

Mayors Office	Montgomery, Brandi	Approved	3/16/2023 - 2:17 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	WATERMARK DESIGN GROUP, LLC
Project Name:	TOULMINVILLE FIRE STATION – DESIGN, SITE ADAPTION AND CONSTRUCTION OBSERVATION OF NEW FIRE STATION
Project Number:	FD-003-23
Amount:	$143,400.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0783 – CIP TOULMINVILLE FIRE STATION

CAPITAL PROJECT #: C0783 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-003-23

CONTRACT AMOUNT: $143,400.00

PROJECT DESCRIPTION: FOR THE DESIGN, SITE ADAPTION & CONSTRUCTION OBSERVATION OF THE PROTOTYPE FIRE STATION TO REPLACE EXISTING TOULMINVILLE FIRE STATION (2065 DR MARTIN LUTHER KING JR AVEUE).

VENDOR NAME: WATERMARK DESIGN GROUP, LLC

VENDOR NUMBER: 271288

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 3/16/2023

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827
Contact – David M. Cordingly

and the Architect:
(Name, legal status, address and other information)

Watermark Design Group, LLC
2970 Cottage Hill Road, Suite 200
Mobile, Alabama 36606
Contact – John A. McArthur, III, AIA

City of Mobile Business License No.: 054823
Secretary of State Registration No.: 000-601-999

for the following Project:
(Name, location and detailed description)

Toulminville Fire Station
2065 Dr. Martin Luther King Jr Avenue
Mobile, Alabama 36617

City of Mobile Project No. FD-003-23
For the design, site adaptation, and construction observation of the Prototype Fire Station to replace the existing Toulminville Fire Station

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
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User Notes:
(1395872559)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1., Article 2 – Architect's Responsibilities, Insurance Requirements, and Exhibit A – Proposal for Architectural Services for Site Adapt of Prototype Fire Station dated February 9, 2023.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the Consultant's fee proposal dated February 9, 2023, respectively.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

This Project entails a site adaption of the original prototype Fire Station to be constructed at a new location and replace the existing Toulminville Fire Station. Modifications to building prototype will be as required for code change from IBC 2012 to IBC 2021 with aesthetic modifications to exterior materials and finishes to accommodate the context of the new site.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line-item breakdown.)

The estimated cost of construction for the new Toulminville Fire Station is Two Million Five Hundred Fifty Thousand One Hundred Forty-Three and 13/100 Dollars ($2,550,143.13).

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design (30%) – 20 days;
Design Development (60%) – 30 days;
Construction Documents (90%) – 30 days; and
Final Bid Documents (100%) – 20 days.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed.
Anticipated construction commencement date: June 5, 2023

.3 Substantial Completion date or dates:

Within Twelve (12) months from Notice to Proceed.
Anticipated substantial completion date: June 3, 2024

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate and Asset Management Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

T.B.D.

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Consultant's fee proposal date February 9, 2023, respectively:
(List name, legal status, address, and other contact information.)

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(Paragraphs deleted)
N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

John A. McArthur, III, AIA, President
Watermark Design Group, LLC
2970 Cottage Hill Road, Suite 200
Mobile, Alabama 36606
Email: smcarthur@watermarkarch.com
Telephone: (251) 378-6175

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as in the Consultant's fee proposal dated February 9, 2023, respectively:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural, Geotechnical, and Environmental Engineer:

Thompson Engineering
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606
Phone: (251) 666-2443

.2 Mechanical, Electrical, and Plumbing Engineer:

Dell Consulting, LLC
813 Downtowner Boulevard, Suite D
Mobile, Alabama 36609
Phone: (251) 316-0015

.3 Surveyor and Civil Engineer:

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, Alabama 36575
Phone: (251) 649-4011

(Paragraphs deleted)
§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)
ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

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, and 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 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.

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5. Professional Liability Insurance:

A. Projects $0-$1,000,000, $1,000,000 annual aggregate

6. Endorsements:
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

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

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

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

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 date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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User Notes: (1395872559)

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department hall be made at no cost to the Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents;

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures;

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

Init. /

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§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	Owner, Architect to the extent described herein
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Owner, Architect to the extent described herein
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect, if requested, as an Additional Service
§ 4.1.1.29 Other services provided by specialty Consultants	As provided in this Agreement
§ 4.1.1.30 Other Supplemental Services	As provided in this Agreement

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

As provided in the Consultant's fee proposal dated February 9, 2023, respectively.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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As provided in the Consultant's fee proposal dated February 9, 2023, respectively.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5

(Paragraphs deleted)

Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Minimum (weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

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§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 N/A

§ 8.1.2 N/A

§ 8.1.3 N/A

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification

The CONSULTANT shall indemnify and hold harmless CITY and STATE and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT'S negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S subconsultants, under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the CITY and STATE, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents to the extent covered by CONSULTANT'S policy of professional liability insurance in accord with insurance limits required below. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability. CONSULTANT shall reimburse the CITY and STATE for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S negligence, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the CITY and STATE except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance

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

§ 8.1.7 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

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expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

A. Basic Services Stipulated Sum	$ 96,200.00
B. Boundary and Topographic Survey	$ 3,500.00
C. Geotechnical Services	$ 8,000.00
D. NPDES Consulting Services for ADEM permitting	$ 16,000.00
E. Environmental Assessment of existing facilities	$ 3,500.00
F. Construction Material Testing	$ 15,000.00
G. Reimbursable Expenses: (not to exceed)	**$ 1,200.00**
H. Total Compensation: (not to exceed)	$143,400.00

.2 Percentage Basis
(Insert percentage value)

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N/A

.3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A; all services designated in Section 4.1.1 as by Architect are included in Basic Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Department of Finance, Real Property Management, Division of Construction Management for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

See Section 11.2 and 11.3

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twelve and a half	percent (	12.5%)
Design Development Phase	fifteen	percent (	15 %)
Construction Documents Phase	fifty	percent (	50 %)
Procurement Phase	two and a half	percent (	2.5 %)
Construction Phase	twenty	percent (	20 %)
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

As provided in the Consultant's proposal dated February 9, 2023, respectively.

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(Table deleted)
(Paragraph deleted)
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1

(Paragraphs deleted)

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 N/A

§ 11.10.1.2 N/A

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Paragraphs deleted)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCAD version 2020 or later. Project manual shall be in Microsoft Word version 2016 or later. Estimates to be Microsoft Excel 2016 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
   a. Exhibit A, Consultant's Proposal dated February 9, 2023
   b. Consultant's Certificate of Insurance with Endorsements
   c. Consultant's Alabama Secretary of State Entity Documentation
   d. Consultant's E-Verify Documentation
   e. Consultant's Subcontracting Plan for Disadvantaged Business Enterprises

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

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

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

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

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable

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provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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

City of Mobile

Legal Name of Party to Contract:
Consultant: Watermark Design Group, LLC

OWNER *(Signature)*

ARCHITECT *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

John. A. McArthur, III, President
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared John A McArthur III as President of Watermark Design Group LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Contract Execution.
Sworn to and subscribed for me this 16 day of March, 20 23.

NOTARY PUBLIC
My Commission Expires:

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

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watermark

February 9, 2023

Cassie Boatwright
City of Mobile, Director Real Estate and Asset Management
205 Government St., South Tower 4th Floor
Mobile, Alabama 36633-1827

RE: Proposal for Architectural Services for Site Adapt of Prototype Fire Station.

Cassie,

We appreciate the opportunity to continue our relationship with the City of Mobile and Mobile Fire-Rescue Department in the effort to maintain the MFRD's high quality of service and their ISO Class 1 Rating to promote safety for the people of the City of Mobile.

The following is our approach and proposal which is based on the attached design of the original prototype.

We will meet with REAM/AE and MFRD to incorporate any adjustments that are needed based on their experience having occupied Spring Hill Station 18 for more than a year, and any VE items to help reduce construction cost. We will also discuss layout for sitework once site selection is finalized.

We will use the Construction Documents produced for the Spring Hill Station 18, with required Civil, Landscape, Architectural and Structural alterations to produce a document package for construction of the original prototype building design (see attached) on a site similar to the prototype site (see attached). Should the actual site deviate from the prototype in size and/or have excessive grade change, we reserve the right to adjust the fee to accommodate additional design and CA required for Civil Engineering.

Our Team will be: (same team that was involved with the Spring Hill Station 18 project)

- Watermark Design Group — Project Management, Architectural and Landscape
- Thompson Engineering — Structural, Geotechnical and Environmental Engineering
- Dell Consulting — Plumbing, Mechanical and Electrical Engineering
- Driven Engineering (DBE) — Civil Engineering, Survey

Our proposed Lump Sum Fee based on the assumptions outlined above is $96,200.00.

- Progress payments will be generally per the City of Mobile percentage breakdown by phase (77.5% CD's, 2.5% Bid, and 20% CA

The following are scopes of work that will typically be required and can be provided as Supplemental Services and/or Reimbursable expenses. These are approximate and dependent on the actual site.

- Boundary and Topographic Survey (±$3,500).
- Geotechnical Services (±$8,000).
- NPDES Consulting Services for ADEM permit in construction phase (±$16,000).
- Environmental Assessment of the any existing facilities that are to be demolished (±$3,500).
- Printing for Permit review and Bid (±$1,200).
- Construction Materials Testing (±$15,000)

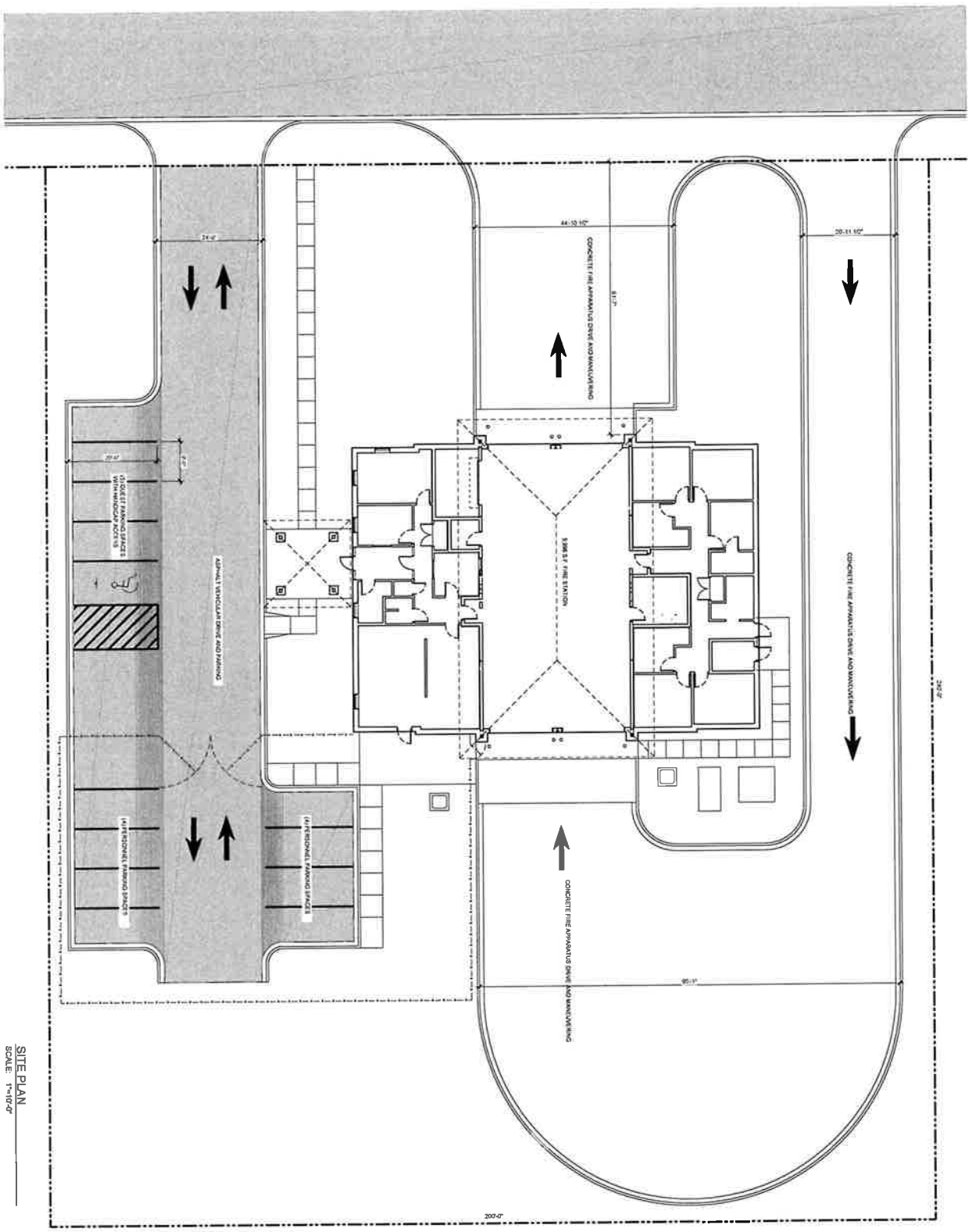
We are prepared to commit resources immediately upon your notice to proceed.

If you have any questions or concerns, please let me know, I'm more than happy to discuss them.

Sincerely,

For the Firm,

John A. McArthur, III, "Sandy"
Watermark Design Group, LLC
Architect / President



SITE PLAN
SCALE: 1"=10'-0"

SHEET TITLE: SITE PLAN
SHEET NUMBER: C100.0

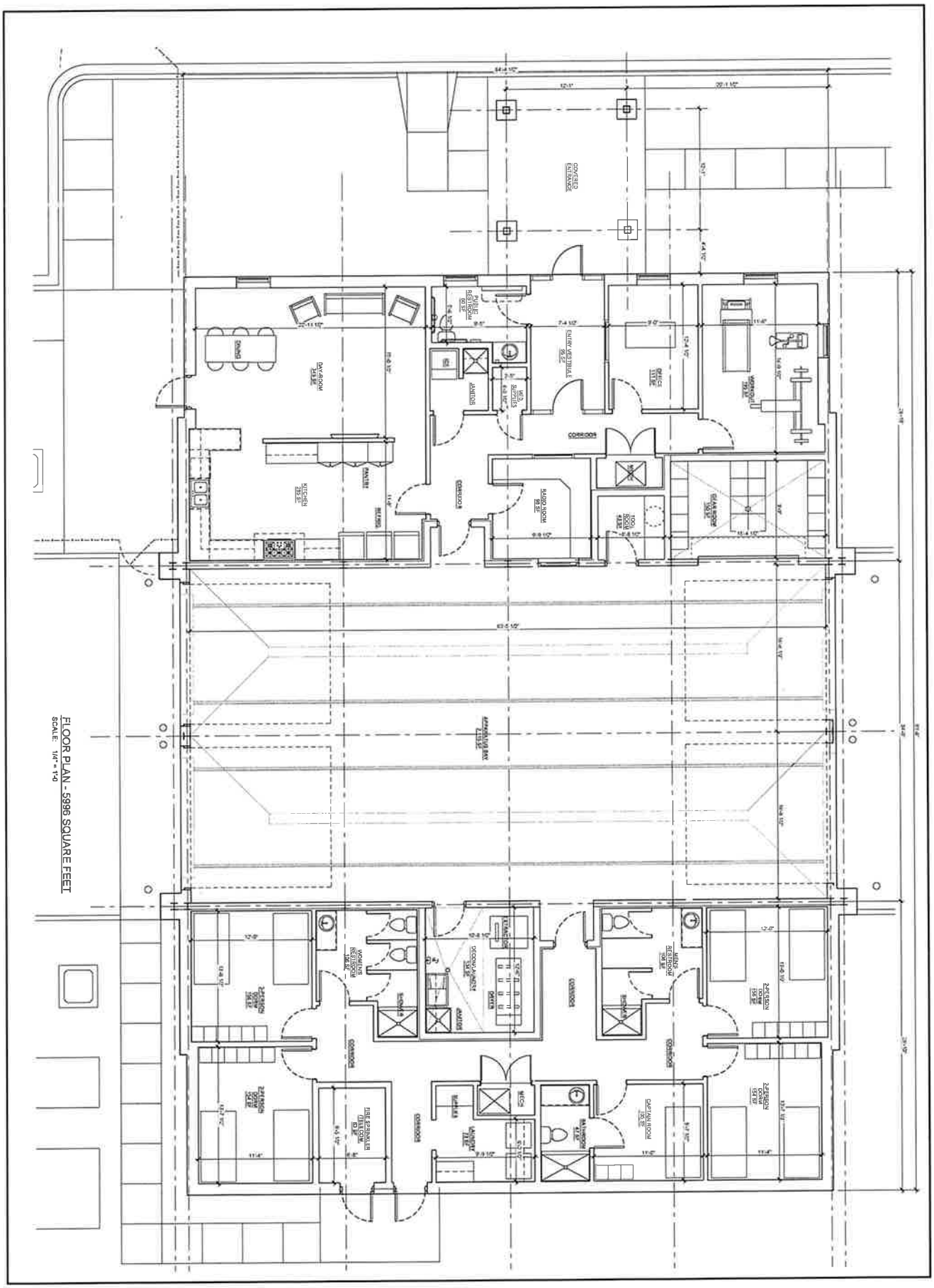
PROJECTING TECHNOLOGY
REVISIONS
ISSUE DATE

CITY OF MOBILE

2-BAY FIRE STATION

ANY STREET, MOBILE, AL 366XX

watermark
DESIGN GROUP LLC
architecture + interior design
2970 cottage hill road, suite 200 mobile, alabama
251.344.3515 voice 251.344.5140 facsimile



FLOOR PLAN - 5996 SQUARE FEET
SCALE: 1/4" = 1'-0

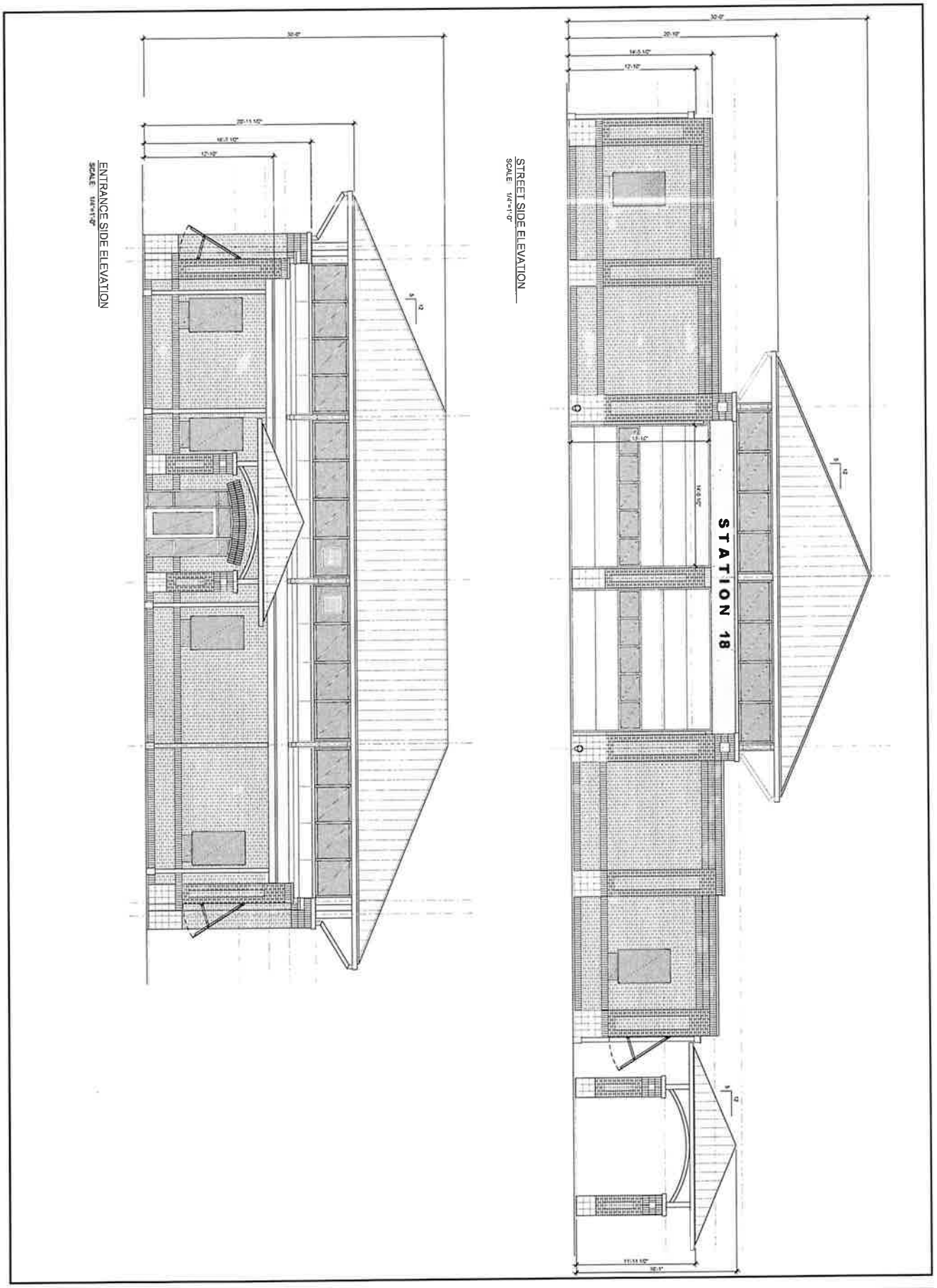
SHEET TITLE	SHEET NUMBER
FLOOR PLAN - OVERALL	A100.0

CITY OF MOBILE

2-BAY FIRE STATION

ANY STREET, MOBILE, AL 366XX

watermark
DESIGN GROUP LLC
architecture • interior design
2970 cottage hill road, suite 200 mobile, alabama
251.344.5515 voice 251.344.5140 facsimile



SHEET TITLE: EXTERIOR ELEVATIONS

SHEET NUMBER: A200.1

ISSUE DATE

REVISIONS

PROJECT NO. 18.1183.0181

CITY OF MOBILE

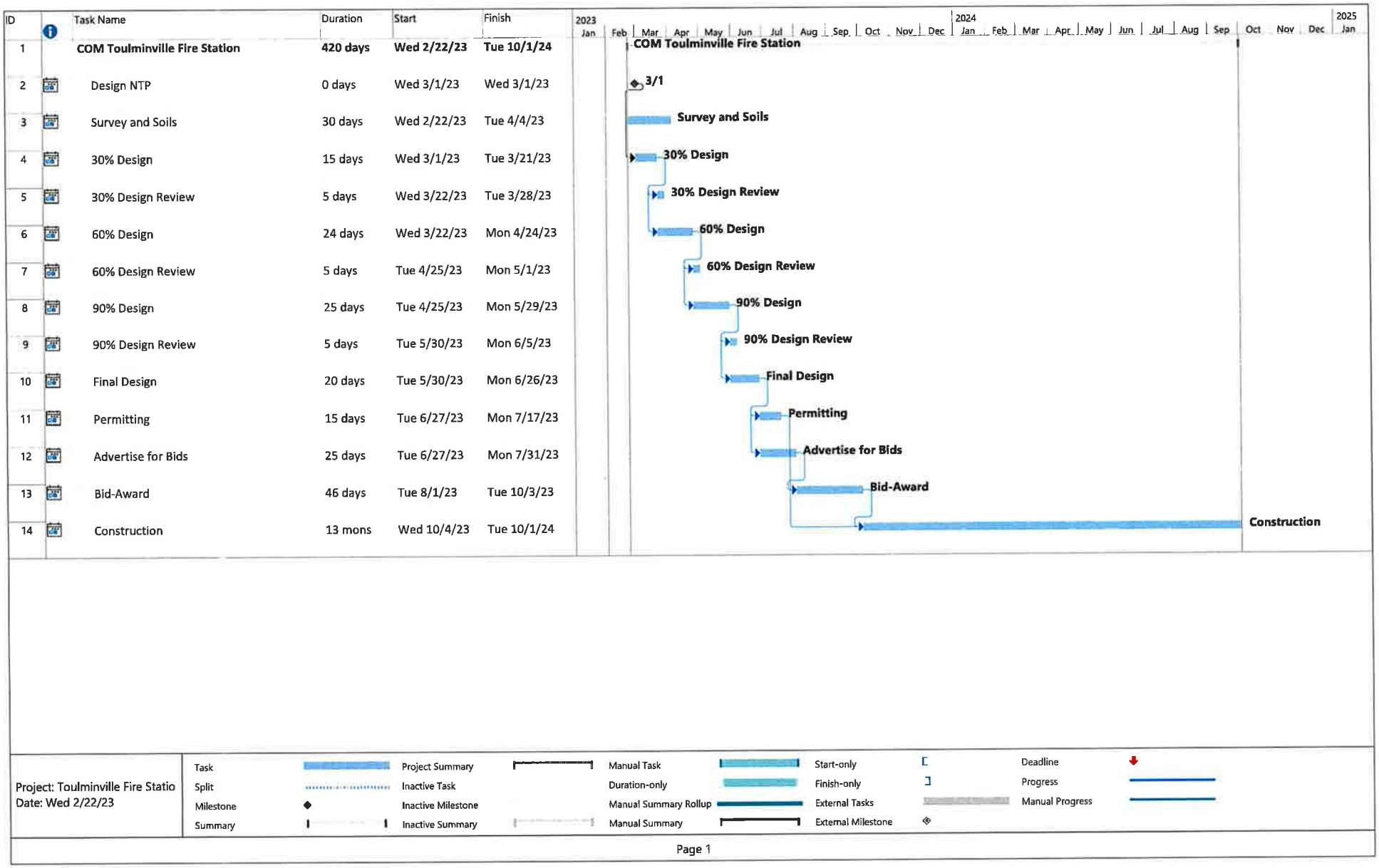
2-BAY FIRE STATION

ANY STREET, MOBILE, AL 366XX

watermark
DESIGN GROUP LLC
architecture • interior design
2970 cottage hill road, suite 200 mobile, alabama
251.344.3515 voice 251.344.5140 facsimile

TOULMINVILLE COST PROJECTION

DESCRIPTION	UNITS	QTY.	PROJECTION	UNIT PRICE
GENERAL CONDITIONS	SF (BLDG)	6,000	$148,635.25	$24.77
PERF. BOND / BDR RSK	SF (BLDG)	6,000	$34,818.23	$5.80
CONTENGENCY ALLOWANCE	LS	1	$46,125.00	$46,125.00
SITEWORK	SF (SITE)	31,500	$98,392.12	$3.12
SOIL TREATMAENT	SF	6,000	$412.05	$0.07
LANDSCAPING/FENCING	SF (SITE)	31,500	$59,079.98	$1.88
CONCRETE PAVING/CURBS	SF	14,800	$70,972.03	$4.80
ASPHALT PAVING	SF	4,200	$0.00	$0.00
CONCRETE SLAB/FOUNDATION	SF (BLDG)	6,000	$130,102.23	$21.68
MASONRY CMU	SF (BLDG)	6,000	$116,758.78	$19.46
MASONRY CLAY	SF	4,500	$114,886.10	$25.53
STRUCTURAL STEEL	SF (BLDG)	6,000	$137,976.28	$23.00
ROUGH CARPENTRY	SF (BLDG)	6,000	$8,545.43	$1.42
FINISH CARPENTRY	SF (BLDG)	6,000	$44,166.23	$7.36
VAPOR BARRIER, WALLS	SF (BLDG)	6,000	$22,616.63	$3.77
SHINGLE ROOF	NA	2,600	$0.00	$0.00
METAL ROOF	SF	2,600	$195,000.00	$75.00
MOD BIT ROOFING	SF	3,600	$64,729.78	$17.98
DOOR AND HARDWARE	SF (BLDG)	6,000	$40,673.03	$6.78
OVERHEAD DOORS	EA	4	$173,946.60	$43,486.65
GLASS AND STOREFRONT	LS	794	$86,269.13	$108.65
STUCCO	SF	400	$32,949.65	$82.37
FLOORING	SF (BLDG)	6,000	$24,324.28	$4.05
GWB/STUDS/ACOUSTICAL	SF (BLDG)	6,000	$74,946.98	$12.49
PAINTING	SF (BLDG)	6,000	$47,478.00	$7.91
SPECIALTIES	SF (BLDG)	6,000	$58,817.88	$9.80
APPLIANCES	LS	1	$6,500.55	$6,500.55
EXTRACTOR AND DRYER	LS	1	$15,028.55	$15,028.55
KITCHEN EQUIPMENT	LS	1	$12,305.13	$12,305.13
MISC. FD EQUIPMENT	LS	1	$14,991.65	$14,991.65
WINDOW BLINDS	LS	1	$1,071.13	$1,071.13
PLUMBING	SF (BLDG)	6,000	$155,504.80	$25.92
HVAC AND VEHICLE EXHAUST	SF (BLDG)	6,000	$148,361.58	$24.73
FIRE PROTECTION	SF (BLDG)	6,000	$30,307.20	$5.05
ELECTRICAL	SF (BLDG)	6,000	$261,188.45	$43.53
ALERTING SECURITY	SF (BLDG)	6,000	$72,262.50	$12.04
TOTAL			$2,550,143.13	
SITEWORK SQUARE FOOT COST		31,500	$228,856.17	$7.27
BUILDING SQUARE FOOT COST		6,000	$2,321,286.96	$386.88


ID
Task Name
Duration
Start
Finish
1 COM Toulminville Fire Station 420 days Wed 2/22/23 Tue 10/1/24
2 Design NTP 0 days Wed 3/1/23 Wed 3/1/23
3 Survey and Soils 30 days Wed 2/22/23 Tue 4/4/23
4 30% Design 15 days Wed 3/1/23 Tue 3/21/23
5 30% Design Review 5 days Wed 3/22/23 Tue 3/28/23
6 60% Design 24 days Wed 3/22/23 Mon 4/24/23
7 60% Design Review 5 days Tue 4/25/23 Mon 5/1/23
8 90% Design 25 days Tue 4/25/23 Mon 5/29/23
9 90% Design Review 5 days Tue 5/30/23 Mon 6/5/23
10 Final Design 20 days Tue 5/30/23 Mon 6/26/23
11 Permitting 15 days Tue 6/27/23 Mon 7/17/23
12 Advertise for Bids 25 days Tue 6/27/23 Mon 7/31/23
13 Bid-Award 46 days Tue 8/1/23 Tue 10/3/23
14 Construction 13 mons Wed 10/4/23 Tue 10/1/24
2023
Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
2024
Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
2025
Jan
COM Toulminville Fire Station
3/1
Survey and Soils
30% Design
30% Design Review
60% Design
60% Design Review
90% Design
90% Design Review
Final Design
Permitting
Advertise for Bids
Bid-Award
Construction
Project: Toulminville Fire Statio
Date: Wed 2/22/23
Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress
Page 1

watermark
DESIGN

Schedule of Fees & Services

The attached document is **CONFIDENTIAL.**
It is not to be reproduced or distributed without prior approval.
This document is confidential and NOT to be distributed without prior written permission.
The rates are effective January 1 - December 31, 2022.

1.0 Professional Fees

Architect

Principal Architect (code 549) .....$159.00/hr.
Senior Architect (code 567) .....$137.00/hr.
Project Architect (code 551).....$126.00/hr.
Intern Architect (code 561) .....$104.00/hr.
Associate Architect (code 568).....$83.00/hr.

Landscape Architect / Planner

Principal Landscape Architect/Planner (code 570)...$159.00/hr.
Senior Landscape Architect/Planner (code 571) .....$137.00/hr.
Project Landscape Architect/Planner (code 572) .....$104.00/hr.
Associate Landscape Architect/Planner (code 573) ...$83.00/hr.

Grant Administration / Public Outreach

Grant Administrator (code 580) .....$137.00/hr.
Public Outreach (code 581) .....$110.00/hr.

Interior Design

Interior Designer (code 552).....$137.00/hr.

Project Management

Senior Project Manager (code 112) .....$163.00/hr.
Project Manager (code 162) .....$124.00/hr.
Senior Specialist (code 399).....$131.00/hr.
Project Coordinator I (code 252).....$81.00/hr.

Designer / Drafter

Rendering Artist (code 559).....$121.00/hr.
Senior Designer I (code 656).....$96.00/hr.
Designer I (code 651) .....$73.00/hr.

Administrative

Administrative Assistant I (code 800) .....$57.00/hr.
Administrative Assistant II (code 799) .....$65.00/hr.

2.0 Reimbursables and Other Expenses

1. Automotive mileage (code A002).....$0.67/mile
2. Per Diem (Meals and Lodging) (code A004).....$125.00/person/day
   Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
3. Photographs (reproduced within report or at client's request) (code A005).....$2.60/ea
4. Color Photocopies (code A006).....$3.15/ea
5. Large Drawing Plots

Monochrome Linework on bond - $1/Sq. Ft.

Size D (code A007a).....$5.19/ea
Size E (code A007b).....$10.39/ea
Long Plot (140x32) (code A007c).....$31.11/ea
2 pc Super Plot (140x60) (code A007d).....$58.33/ea
11x17 Reduction (code A007e).....$1.30/ea
Custom (Glossy 40x28) (code A007f).....$38.89/ea

Color Image on plain bond - $6/Sq. Ft.

Size D (code A007g).....$31.17/ea
Size E (code A007h).....$62.33/ea
Long Plot (140x32) (code A007i).....$186.67/ea
2 pc Super Plot (140x60) (code A007j).....$350.00/ea
11x17 Reduction (code A007k).....$7.79/ea
Custom (Glossy 106x36) (code A007m).....$185.50/ea

6. Direct non-salary expense .....Cost Plus 10%
7. Sub-Consultant markup.....Cost Plus 10%

dell consulting

Effective Date: January 1, 2023

HOURLY RATES

Classification	Rate/Hour
Principal/Partner	$195
Registered Engineer (P.E.)	$155
Senior Designer – Partner	$125
Senior Designer	$105
RCDD	$105
Engineer (E.I.T.)	$98
Engineering Designer	$84
Drafting	$77
Clerical	$52

Reimbursable – Billed at cost plus 10%

129 E. Government · Pensacola, FL 32502 · Phone: 850-332-5687 · Fax: 850-332-6629 · email: lynn@dellconsultingllc.com
813 Downtowner Blvd. Suite D · Mobile, AL 36609 · Phone: 251-316-0015

Driven Engineering, Inc.
ADDING VALUE, BUILDING RELATIONSHIPS

ATTACHMENT B

RATE SCHEDULE

Effective Jan 1, 2022

Employee Type	Billing Rate
Expert Witness Testimony Stand-by or Deposition	$536.00
Principal Engineer	$215.00
Survey Crew Chief with RTS	$154.00
Professional Engineer III	$185.00
Survey 3d scanning crew	$187.00
Vice President	$183.00
Technician IV	$138.00
Senior Project Manager	$138.00
Professional Engineer II	$140.00
Professional Engineer I	$115.00
Professional Land Surveyor	$132.00
Technician III	$96.00
CADD Technician	$96.00
Professional Geologist	$121.00
Engineer Intern II	$105.00
Engineer Intern I	$94.00
Technician II	$85.00
Technician I	$63.00
Extra Man on Survey Crew	$63.00
Administration	$44.00

Expenses are billed at cost plus 15%.

Our regular reproduction rates are as follows:

A size b/w print	$0.10 per sheet
A size color print	$0.30 per sheet
B size b/w prints	$0.95 per sheet
B size color prints	$2.30 per sheet
D size b/w prints	$3.50 per sheet
D size color prints	$12.00 per sheet

Mileage rate is billed at the GSA / IRS rate plus 15% like other expenses.

thompson
ENGINEERING

Schedule of Fees & Services

The attached document is **CONFIDENTIAL.**
It is not to be reproduced or distributed without prior approval.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective January 1 – December 31, 2023.

General Information

Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Williams observed holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at $0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Rd., Ste. 190
Mobile, Alabama 36606
(P) 251.666.2443
(F) 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	$292.00/hr.
Principal Engineer II (code 008)	$272.00/hr.
Principal Engineer I (code 005)	$225.00/hr.
Senior Engineer III (code 052)	$204.00/hr.
Senior Engineer II (code 051)	$200.00/hr.
Senior Engineer I (code 050)	$188.00/hr.
Project Engineer III (code 152)	$162.00/hr.
Project Engineer II (code 151)	$135.00/hr.
Project Engineer I (code 150)	$123.00/hr.
Engineering Associate III (code 201)	$118.00/hr.
Engineering Associate II (code 200)	$114.00/hr.
Engineering Associate I (code 260)	$102.00/hr.

Scientist / Geologist

Principal Scientist (code 311)	$176.00/hr.
Senior Scientist (code 115)	$146.00/hr.
Staff Scientist III (code 165)	$128.00/hr.
Staff Scientist II (code 215)	$111.00/hr.
Staff Scientist I (code 270)	$95.00/hr.

Designer / Drafter

Senior Designer III (code 658)	$132.00/hr.
Senior Designer II (code 657)	$120.00/hr.
Senior Designer I (code 656)	$103.00/hr.
Designer III (code 654)	$93.00/hr.
Designer II (code 652)	$91.00/hr.
Designer I (code 651)	$79.00/hr.

Technician

Senior Materials Specialist (code 515)	$140.00/hr.
Materials Specialist (code 514)	$104.00/hr.
Senior Technician (code 506)	$91.00/hr.
Technician III (code 503)	$73.00/hr.
Technician II (code 502)	$69.00/hr.
Technician I (code 501)	$66.00/hr.

Inspector

Senior Inspector (code 706)	$95.00/hr.
Inspector II (code 702)	$78.00/hr.
Inspector I (code 701)	$62.00/hr.

Specialist

Senior Specialist (code 399)	$141.00/hr.
Staff Specialist III (code 299)	$121.00/hr.
Staff Specialist II (code 351)	$100.00/hr.
Staff Specialist I (code 271)	$83.00/hr.
Field Assistant (code 500)	$62.00/hr.

Project Manager

Principal Project Manager (code 001)	$230.00/hr.
Senior Project Manager (code 112)	$175.00/hr.
Project Manager (code 162)	$133.00/hr.
Project Coordinator II (code 250)	$116.00/hr.
Project Coordinator I (code 252)	$87.00/hr.

Consultant (Roofing, Safety, etc.)

Principal Consultant (code 002)	$208.00/hr.
Registered Consultant (code 307)	$177.00/hr.
Senior Consultant (code 313)	$150.00/hr.
Project Consultant (code 309)	$130.00/hr.
Staff Consultant II (code 357)	$118.00/hr.
Staff Consultant I (code 359)	$102.00/hr.

Surveyor

Professional Land Surveyor II (code 604)	$158.00/hr.
Professional Land Surveyor I (code 605)	$133.00/hr.
Drone Data Processor (code 601)	$110.00/hr.
Drone Pilot (code (602)	$110.00/hr.
Surveyor, Party Chief (code 603)	$110.00/hr.
Surveyor, Instrument Man (code 606)	$73.00/hr.
Surveyor, Rodman (code 607)	$61.00/hr.

Administrative

Documentarian II (code 797)	$87.00/hr.
Documentarian I (code 798)	$80.00/hr.
Administrative Assistant II (code 799)	$70.00/hr.
Administrative Assistant I (code 800)	$65.00/hr.

1.2 Other Expenses

1. Automotive mileage (code A002) $0.72/mile

2. 4-Wheel Drive (code A002a) $0.85/mile

Mileage charges apply only to projects more than 20 miles from office.

3. Boat (includes operator) ..... Special Quote

4. Per Diem (Meals and Lodging) (code A004) $125.00/person/day

Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.

5. Photographs (reproduced within report or at client's request) (code A005) ..... $ 2.60 ea

6. Color Photocopies (code A006) $3.15/ea

7. Large Drawing Plots

Monochrome Linework on bond ..... $1.00/Sq. Ft.

- Size D (code A007a) $5.19/ea
- Size E (code A007b) $10.39/ea
- Long Plot (140x32) (code A007c) $31.11/ea
- 2 pc Super Plot (140x60) (code A007d) $58.33/ea
- 11x17 Reduction (code A007e) $1.30/ea
- Custom (Glossy 40x28) (code A007f) $38.89/ea

Color Image on plain bond ..... $6.00/Sq. Ft.

- Size D (code A007g) $31.17/ea
- Size E (code A007h) $62.33/ea
- Long Plot (140x32) (code A007i) $186.67/ea
- 2 pc Super Plot (140x60) (code A007j) $350.00/ea
- 11x17 Reduction (code A007k) $7.79/ea
- Custom (Glossy 106x36) (code A007m) $185.50/ea

8. Direct non-salary expense ..... Cost Plus 10%

9. Sub-Contractor markup ..... Cost Plus 10%

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

The City of Mobile will use this form to:

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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	WATERMARK DESIGN GROUP, LLC
Address	2970 COTTAGE HILL ROAD, SUITE 200 MOBILE, ALABAMA, 36606
Telephone	806-236-1696
E-Mail	tobrien@thompsonengineering.com

RFP/RFQ Solicitation Number	NA
Project Description	NEW TOULMINVILLE FIRE STATION
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 2 Female 2 Minority 1 Non-minority 3 Vets 0 Total #of Employees 4

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JOHN A. MCARTHUR, III

Signature: _____ Date: 2/22/23

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: JOHN A. MCARTHUR, III Title: PRESIDENT

E-mail:_ Phone: SMCARTHUR@WATERMARKARCH.COM 251-378-6175

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

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

RFP/RFQ/Bid # NA Your Bid/Proposal Amount $ 96,200.00 Date: 2 / 22 / 23

Description NEW TOULMINVILLE FIRE STATION

Name of Bidder/Proposer: WATERMARK DESIGN GROUP, LLC

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
DRIVEN ENGINEERING	649-4011	CIVIL ENGINEERING AND SURVEY	24,600.00	25.6	YES	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

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

CONTRACTOR: WATERMARK DESIGN GROUP, LLC	**Certified DBE:** YES (NO)	**Contract Start Date:** TBD
DESCRIPTION: NEW TOULMINVILLE FIRE STATION		**Estimated Completion Date:** TBD

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT	
(FEB)	MAY	AUG	NOV	FINAL _____
MARCH	JUNE	SEPT	DEC	

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)
$ 96,200.00	$ 0.00	$ 96,200.00	$ 0.00	

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)
DRIVEN ENGINEERING	CIVIL ENGINEERING AND SURVEY	$ 24,600.00	$ 0.00	$ 0.00	
		$	$	$	
		$	$	$	
		$	$	$	
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: JOHN A. MCARTHUR, III

SIGNATURE: _____ PRESIDENT (Title) 2/22/23 (Date)

Alabama Secretary of State

Watermark Design Group, LLC	
Entity ID Number	000 - 601 - 999
Entity Type	Foreign Limited Liability Company
Principal Address	2410 DAUPHIN STREET, BLDG B MOBILE, AL 36607
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Delaware
Formation Date	11/19/1999
Qualify Date	11/24/1999
Registered Agent Name	CLARKE, JAMES H
Registered Office Street Address	2970 COTTAGE HILL RD STE 200 MOBILE, AL 36606
Registered Office Mailing Address	2970 COTTAGE HILL RD STE 200 MOBILE, AL 36606
Nature of Business	ARCHITECTURE
Transactions	
Transaction Date	02/09/2007
Registered Agent Changed From	KEARLEY, DOUGLAS 2410 DAUPHIN STREET, BLDG B MOBILE,, AL 36607
Transaction Date	12/20/2011
Agent Mailing Address Changed From	* Added
Transaction Date	12/20/2011
Registered Agent Changed From	MUELLER, RICHARD 2970 COTTAGE HILL RD STE 200 MOBILE,, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	11/24/1999 Certificate of Formation 1 pg.
Document Date / Type / Pages	02/09/2007 Registered Agent Change 1 pg.
Document Date / Type / Pages	12/20/2011 Registered Agent Change 2 pgs.

New Search

E-Verify

Company ID Number: 569739

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 **Watermark Design Group**	
Anne Hirschfeldt Name (Please Type or Print)	Title
Electronically Signed Signature	**06/14/2012** Date
Department of Homeland Security – Verification Division	
USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	**06/14/2012** Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Watermark Design Group**
Company Facility Address:	**2970 Cottage Hill Road**
	Mobile, AL 36606
Company Alternate Address:	
County or Parish:	**MOBILE**
Employer Identification Number:	**631238852**

E-Verify

Company ID Number: 569739

North American Industry Classification Systems Code:	541
Administrator:	
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)

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

Name:	**Sue M Bonds**		
Telephone Number:	**(251) 378 - 6195**	Fax Number:	**(251) 378 - 6164**
E-mail Address:	**sbonds@thompsonengineering.com**		
Name:	**Anne C Hirschfeldt**		
Telephone Number:	**(251) 666 - 2443**	Fax Number:	**(251) 378 - 6164**
E-mail Address:	**ahirschfeldt@thompsonengineering.com**		

THOMENG-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/16/2023

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

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

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Zurich American Insurance Co. — 16535
INSURED Thompson Engineering Watermark Design Group, LLC 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO 3534778	1/1/2023	2/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP 3534779	1/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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	WC 3534777	1/1/2023	2/1/2024	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)

Project: Toulminville Fire Station | FD-003-23

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Automobile Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

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

David J Durden

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/16/2023

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

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

PRODUCER
Cadence Insurance (Formerly BXS Insurance)
760 Howard Avenue, 2nd floor
Biloxi MS 39530

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 FAX (A/C, No): 228-863-1957
E-MAIL ADDRESS: patty.savage@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Watermark Design Group, LLC
2970 Cottage Hill Rd Ste 200
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** 538909632 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR	Y	Y	CUP8S42687023NF	1/1/2023	2/1/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			C1D697230701	1/1/2023	2/1/2024	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NOTE: Umbrella Coverage above; policy number CUP8S42687023NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778, Auto Liability policy number BAP3534779, and Employers Liability policy number WC3534777 written through Zurich American Insurance Company effective 1/1/2023 to 2/1/2024. Umbrella is follow form these policies.
Project Name: Toulminville Fire Station
Project Number: FD-003-23

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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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Shonnda Smith, Deputy Director of Public Works

Sponsored by:

Mayor Stimpson

Amount of Contract:

$70,000

Effective Date of Contract:

3/21/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Kenneth Hussey Tennis Stringer Resolution	Cover Memo	2/28/2023
Kenneth Hussey Tennis Racquet Stringer Contract	Cover Memo	2/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	McCants, Gerard	Approved	2/28/2023 - 11:58 AM
Legal	Kern, Chris	Approved	2/28/2023 - 12:01 PM
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:21 PM

01- 2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Kenneth Hussey to provide racquet stringer services for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $70,000 per year 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.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

Mobile Tennis Center Pros

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 28th day of February 2023, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Kenneth Hussey (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of restringing tennis racquets, and

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached **Exhibit A, Statement of Work**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A.**

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in **Exhibit A.** The total amount of this contract should not exceed $70,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

C. 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.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

F. 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.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. 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 any 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.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Kenneth Hussey
65 Goat Farm Road
Anniston, Alabama 36206

L. 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.

M. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

N. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

O. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

Q. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Mayor

ATTEST:

_____ Date: _____
City Clerk

NAME, Contractor

BY: Kenneth Hussey Date: 2-28-23

Its Ken Hussey Stringing (Title)

Exhibit: RACQUET STRINGING LABOR

Exhibit A Statement of Work

1. Contractor will possess and maintain proficiency in the stringing of tennis racquets, and apply the methods and practices recommended by the United States Racket Stringers Association stringers manual. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will perform all stringing work for City at the City's Tennis Center Pro Shop, using City provided equipment and supplies, unless otherwise specifically agreed to.

3. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

4. Contractor will work on a schedule as mutually agreed upon with the City. City will task Contractor in an agreed-upon manner most efficient for the timely completion of work in compliance with customer expectations. Contractor is not guaranteed a minimum amount of work.

5. Contractor is expected to perform the services requested in a timely manner, with the objective that racquets received before 2:00 pm will be completed before the end of the shop's regular business hours that day.

6. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

7. City will pay Contractor $15 per racket Contractor strings. Contractor will not solicit or otherwise encourage the payment of tips or other gratuities from customers.

8. Contractor will invoice City, and City will pay Contractor, weekly for the number of rackets strung the previous week

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Shonnda Smith, Deputy Director of Public Works

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To string tennis racquets.

Amount of Contract:

$40,000

Effective Date of Contract:

3/13/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Dustin Scott Stringer Services Resolution	Cover Memo	2/28/2023
Dustin Scott Tennis Racquet Stringer Contract	Cover Memo	2/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	McCants, Gerard	Approved	2/28/2023 - 11:27 AM
Legal	Kern, Chris	Approved	2/28/2023 - 11:30 AM

Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:21 PM

01- 2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Dustin Scott to provide racquet stringer services for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $40,000 per year 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.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

Mobile Tennis Center Racquet Stringing

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this day of 202_, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Dustin Scott (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of restringing tennis racquets.

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached **Exhibit A, Statement of Work**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in **Exhibit A**. The total amount of this contract should not exceed $70,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

Exhibit A Statement of Work

1. Contractor will possess and maintain proficiency in the stringing of tennis racquets, and apply the methods and practices recommended by the United States Racket Stringers Association stringers manual. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will perform all stringing work for City at the City's Tennis Center Pro Shop, using City provided equipment and supplies, unless otherwise specifically agreed to.

3. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

4. Contractor will work on a schedule as mutually agreed upon with the City. City will task Contractor in an agreed-upon manner most efficient for the timely completion of work in compliance with customer expectations. Contractor is not guaranteed a minimum amount of work.

5. Contractor is expected to perform the services requested in a timely manner, with the objective that racquets received before 2:00 pm will be completed before the end of the shop's regular business hours that day.

6. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

7. City will pay Contractor $15 per racket Contractor strings. Contractor will not solicit or otherwise encourage the payment of tips or other gratuities from customers.

8. Contractor will invoice City, and City will pay Contractor, weekly for the number of rackets strung the previous week

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

C. 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.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

F. 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.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. 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 any 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.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action *or* proceeding arising under this Agreement.

J. The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
DUSTIN SCOTT
1756 DAUPHIN STREET APT 7
MOBILE, AL 36604

L. 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.

M. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

N. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

O. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

Q. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

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

Exhibit A Statement of Work

1. Contractor will possess and maintain proficiency in the stringing of tennis racquets, and apply the methods and practices recommended by the United States Racket Stringers Association stringers manual. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will perform all stringing work for City at the City's Tennis Center Pro Shop, using City provided equipment and supplies, unless otherwise specifically agreed to.

3. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

4. Contractor will work on a schedule as mutually agreed upon with the City. City will task Contractor in an agreed-upon manner most efficient for the timely completion of work in compliance with customer expectations. Contractor is not guaranteed a minimum amount of work.

5. Contractor is expected to perform the services requested in a timely manner, with the objective that racquets received before 2:00 pm will be completed before the end of the shop's regular business hours that day.

6. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

7. City will pay Contractor $15 per racket Contractor strings. Contractor will not solicit or otherwise encourage the payment of tips or other gratuities from customers.

8. Contractor will invoice City, and City will pay Contractor, weekly for the number of rackets strung the previous week

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Mayor

ATTEST:

_____ Date: _____
City Clerk

NAME, DUSTIN SCOTT

BY: _____ Date: _____

Its Racket Stringer (Title)

Exhibit: RACQUET STRINGING LABOR

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to CDW Government LLC for Microsoft Windows software annual subscription renewal for the City.
General fund.

Amount of Contract:

$26,247.20

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230316 CDW2 Agenda Package POs	Cover Memo	3/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/16/2023 - 2:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6600	2023	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF CITY MICROSOFT WINDOWS LICENSES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	$26,247.20	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00006600-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
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	DEIRDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/23	272932	03/02/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL CONTRACT #081419-CDW TECH CATALOG.			
	CDW QUOTE #NGKR064.			
001	ITEM: Microsoft Windows Server Standard Edition software assurance 2 cores Supplier Part No: 4328484 Manufacturer Part No: AAA-28640-CF6-3-1 Manufacturer Name: Microsoft MPSA Government Supplier Quote No: 37159:NGKR064 NIGP: UNSPSC: 43000000	28.00 EACH	27.40000	767.20
1	1000.10.23.5000.5000.5000.0000.0000.42150.			767.20
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To	Requisition 00006600-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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	DEIRDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/23	272932	03/02/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
002	ITEM: Microsoft Windows Server Datacenter Edition license software assurance Supplier Part No: 4329355 Manufacturer Part No: AAA-30380-CCJ-3-1 Manufacturer Name: Microsoft MPSA Government Supplier Quote No: 37159:NGKR064 NIGP: UNSPSC: 43000000	80.00 EACH	318.50000	25480.00
1	1000.10.23.5000.5000.5000.0000.0000.42150.			25480.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
DEIRDRA STATES

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 26247.20

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	26247.20	939545.04
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

Bill To	Requisition 00006600-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 3

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 DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/23	272932	03/02/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	03/02/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	03/02/23	MARK PEARSON	Auto approved by: 91057606
Approved	03/02/23	SCOTT KEARNEY	
Approved	03/02/23	UDARA JAYASENA	Auto approved by: 91057606
Approved	03/15/23	DONALD ROSE	Approved by: 9105fola
Approved	03/15/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	03/15/23	KAREN NAMAN	Auto approved by: 910516727
Approved	03/15/23	JOHN PAINE	Auto approved by: 910516727
Approved	03/15/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Sourcewell Awarded Contract

CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services
Contract Documents
Pricing
Contact Information
Buy Sourcewell

Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Additional information can be found on the vendor-provided, nongovernment website at:

cdwg.com/sourcewell

Locate your local dealer or representative

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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www.cdwg.com/sourcewell

Category		Brands	CDW-G Contract 081419 CDW Discounts effective 12/1/2019
A	Accessories (A)	All Brands Excluding Apple	7.50%
B	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
C	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
H	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
O	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
P	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%

2020-2021 CDW-G Professional Services Hourly Rates

Sourcewell Contract 081419-CDW

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

Role/Description	Hourly Rate (Maximum)
Associate Consulting Engineer	$175
Consulting Engineer	$215
Senior Consulting Engineer	$225
Technical Lead/Principal Consulting Engineer	$255
Enterprise Consulting Architect	$255
Business Consulting Analyst	$245
Project Administrator	$165
Project Manager	$210
Senior Project Manager	$215
Enterprise Project Manager, PMO Lead	$230
Program Manager	$230
Technical Architect	$350

Effective August 7, 2020

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

Prior to utilizing 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.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to CDW Government LLC for annual renewal of Microsoft 365 licenses for City.
General fund.

Amount of Contract:

$383,226.91

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230316 CDW Agenda Package POs	Cover Memo	3/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/16/2023 - 2:11 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6598	2023	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF CITY MICROSOFT 365 USER LICENSES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	$383,226.91	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00006598-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
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	DEEDEE STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/23	272932	03/02/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL CONTRACT #081419-CDW TECH CATALOG-SOFTWARE.			
	CDW QUOTE #NGJH913.			
001	ITEM: Audio Conferencing GCC	25.00	33.07000	826.75
	Supplier Part No: 4504886	EACH		
	Manufacturer Part No: AAA-28265-CCD-12MO Manufacturer Name: Microsoft MPSA Government			
	Supplier Quote No: 37159:NGJH913			
	NIGP: UNSPSC: 43000000			
1	1000.10.23.5000.5000.5000.0000.0000.42150.			826.75
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEEDEE STATES			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	ITEM: GOV MS MPSA EXCH OL ARCH P	1200.00	34.02000	40824.00

Bill To	Requisition 00006598-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. 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 DEEDEE STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/23	272932	03/02/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	U CLOUD Supplier Part No: 3683122 Manufacturer Part No: AAA-11618-CCD-12MO Manufacturer Name: Microsoft MPSA Government Supplier Quote No: 37159:NGJH913 NIGP: UNSPSC: 43000000	EACH		
1	1000.10.23.5000.5000.5000.0000.0000.42150. Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEEDEE STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			40824.00
003	ITEM: Microsoft Office 365 Plan G1 subscription license 1 user Supplier Part No: 3678974 Manufacturer Part No: AAA-11646-CCD-12MO Manufacturer Name: Microsoft MPSA Government Supplier Quote No: 37159:NGJH913 NIGP: UNSPSC: 43000000	1200.00 EACH	105.85000	127020.00

Bill To	Requisition 00006598-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 3

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 DEEDEE STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/23	272932	03/02/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42150.			127020.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEEDEE STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	ITEM: Microsoft Office 365 Plan G3 subscription license 1 user Supplier Part No: 3678993 Manufacturer Part No: AAA-11650-CCD-12MO Manufacturer Name: Microsoft MPSA Government Supplier Quote No: 37159:NGJH913 NIGP: UNSPSC: 43000000	850.00 EACH	243.84000	207264.00
1	1000.10.23.5000.5000.5000.0000.0000.42150.			207264.00

Bill To	Requisition 00006598-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 4

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 DEEDEE STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/23	272932	03/02/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEEDEE STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	ITEM: GOV MS MPSA PWR BI PROFG P U CSS Supplier Part No: 4371583 Manufacturer Part No: AAA-34567-CCD-12mo Manufacturer Name: Microsoft MPSA Government Supplier Quote No: 37159:NGJH913 NIGP: UNSPSC: 43000000	30.00 EACH	112.46000	3373.80
1	1000.10.23.5000.5000.5000.0000.0000.42150.			3373.80
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEEDEE STATES			

Bill To	Requisition 00006598-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

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	DEEDEE STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/23	272932	03/02/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	ITEM: GOV MS MPSA PROJ OL P3G P U Supplier Part No: 5374309 Manufacturer Part No: AAA-22537-CCD-12MO Manufacturer Name: Microsoft MPSA Government Supplier Quote No: 37159:NGJH913 NIGP: UNSPSC: 43000000	6.00 EACH	326.06000	1956.36
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			1956.36
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEEDEE STATES			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
007	ITEM: Microsoft Visio Pro for Office 365 subscription license	12.00 EACH	163.50000	1962.00

Bill To	Requisition 00006598-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 6

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 DEEDEE STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/23	272932	03/02/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	1 user Supplier Part No: 4459243 Manufacturer Part No: AAA-11694-CCD-12MO Manufacturer Name: Microsoft MPSA Government Supplier Quote No: 37159:NGJH913 NIGP: UNSPSC: 43000000			
1	1000.10.23.5000.5000.5000.0000.0000.42150.			1962.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEEDEE STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 383226.91

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150. INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS	383226.91	939545.04

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

Bill To	Requisition 00006598-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 7

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 DEEDEE STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/23	272932	03/02/23			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	03/02/23	GREG HOLLIDAY	Auto approved by: 91057606		
	Approved	03/02/23	MARK PEARSON	Auto approved by: 91057606		
	Approved	03/02/23	SCOTT KEARNEY			
	Approved	03/02/23	UDARA JAYASENA	Auto approved by: 91057606		
	Approved	03/15/23	DONALD ROSE	Approved by: 9105fola		
	Approved	03/15/23	SANDRA LEWIS	Auto approved by: 910516727		
	Approved	03/15/23	KAREN NAMAN	Auto approved by: 910516727		
	Approved	03/15/23	JOHN PAINE	Auto approved by: 910516727		
	Approved	03/15/23	MICHAEL SPAFFORD	Auto approved by: 910516727		

Authorized By: _____ Date: _____
Signature

Sourcewell Awarded Contract

CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services
Contract Documents
Pricing
Contact Information
Buy Sourcewell

Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Additional information can be found on the vendor-provided, nongovernment website at:

cdwg.com/sourcewell

Locate your local dealer or representative

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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www.cdwg.com/sourcewell

Category		Brands	CDW-G Contract 081419 CDW Discounts effective 12/1/2019
A	Accessories (A)	All Brands Excluding Apple	7.50%
B	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
C	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
H	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
O	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
P	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%

2020-2021 CDW-G Professional Services Hourly Rates

Sourcewell Contract 081419-CDW

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

Role/Description	Hourly Rate (Maximum)
Associate Consulting Engineer	$175
Consulting Engineer	$215
Senior Consulting Engineer	$225
Technical Lead/Principal Consulting Engineer	$255
Enterprise Consulting Architect	$255
Business Consulting Analyst	$245
Project Administrator	$165
Project Manager	$210
Senior Project Manager	$215
Enterprise Project Manager, PMO Lead	$230
Program Manager	$230
Technical Architect	$350

Effective August 7, 2020

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

Prior to utilizing 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.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Safeware Inc for Hazmat detectors and monitors for MFRD. Federal Pipeline and Hazardous Materials Safety Administration 2022 Technical Assistance Grant.

Amount of Contract:

$96,551.75

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230316 Safeware Agenda Package POs	Cover Memo	3/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/16/2023 - 2:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4568	2023	(1510) FIRE ADMINISTRATION	HAZMAT DETECTION DEVICES AND MONITORS FOR MFRD (SEALED BID 5773)	$96,551.75	(274594) SAFEWARE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004568-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
SAFEWARE INC 4403 FORBES BLVD LANHAM SEABROOK, MD 20706 Tel#615-785-2316 Fax 301-683-1200	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
01/18/23	274594				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER MY BID 5773 AND YOUR BID RESPONSE			
001	HAZMAT MONITOR:GCT J-G7EXO-SX-S-X-AFNO-NA2-5Y G7EXO Area Monitor w/O2/LEL-MPS/NH3&HCN Standard 4G Cellular and Satellite Module connectivity capable, complete with 4-gas Diffusion cartridge consisting of 100-day battery; charging cable; SX Self-Monitoring Protect Plan (NO 2-way Voice, text only); 5-YEAR Cellular & Satellite access PLUS Full-term 5-YEAR Bumper-to-Bumper warranty (sensors and device); complete with Blackline Live System Access to include all authorized user compliance and data reports, 2-way text capabilities, Live Alert Notifications. NO SUBSTITUTES ALLOWED. MUST BE EXACT DEVICE O2/LEL-MPS/NH3 & HCN sensors; INCLUDES: 5 Years ONSITE IN-SERVICE TRAINING ON USE, MAINTENANCE, CONFIGURATION AND	2.00 EACH	13675.00000	27350.00

Bill To	Requisition 00004568-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
SAFEWARE INC 4403 FORBES BLVD LANHAM SEABROOK, MD 20706 Tel#615-785-2316 Fax 301-683-1200	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
01/18/23	274594				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MISC AS DEEMED FIT BY FD. SERVICE SHALL BE CONDUCTED NO LESS THAN TWICE PER YEAR FOR 5 YEARS. OMNIA Contract #4400008468 PER QUOTE 1972164			
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA .CAPEQUIPMT. .			27350.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	HAZMAT MONITOR: GCT J-G7EXO-SX-S-X-DFLO-NA2-5Y G7EXO Area Monitor w/O2/LEL-MPS, CL2,CO& H2S combo sensors Standard 4G Cellular and Satellite Module connectivity capable, complete with 5-gas Diffusion cartridge consisting of O2/LEL-MPS, CL2, CO, & H2S combo sensors 100-day	2.00 EACH	13675.00000	27350.00

Bill To	Requisition 00004568-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5500.30.15.0000.0000.1510.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
SAFEWARE INC	FIRE CENTRAL SUPPLY
4403 FORBES BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LANHAM SEABROOK, MD 20706	RICHARDSONV@CITYOFMOBILE.ORG
Tel#615-785-2316	Delivery Reference
Fax 301-683-1200	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	274594				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	battery; charging cable; SX Self-Monitoring Protect Plan (NO 2-way Voice, text only); 5-YEAR Cellular & Satellite access PLUS Full-term 5-YEAR Bumper-to-Bumper warranty (sensors and device); complete with Blackline Live System Access to include all authorized user compliance and data reports, 2-way text capabilities, Live Alert Notifications. NO SUBSTITUTES ALLOWED. MUST BE EXACT DEVICE INCLUDES: 5 Years ONSITE IN-SERVICE TRAINING ON USE, MAINTENANCE, CONFIGURATION AND MISC AS DEEMED FIT BY FD. SERVICE SHALL BE CONDUCTED NO LESS THAN TWICE PER YEAR FOR 5 YEARS. OMNIA Contract #4400008468 PER QUOTE 1972164			
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA .CAPEQUIPMT. .			27350.00

Bill To	Requisition 00004568-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5500.30.15.0000.0000.1510.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
SAFEWARE INC	FIRE CENTRAL SUPPLY
4403 FORBES BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LANHAM SEABROOK, MD 20706	RICHARDSONV@CITYOFMOBILE.ORG
Tel#615-785-2316	Delivery Reference
Fax 301-683-1200	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	274594				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	HAZMAT MONITOR: GCT J-G7EXO-SX-S-X-DFOV-NA2-5Y G7EXO Area Monitor w/O2/LEL-MPS/ COSH CO & H2S combo/PID sensors Standard 4G Cellular and Satellite Module connectivity capable, complete with 5-gas Diffusion cartridge consisting of O2/LEL-MPS/COSH CO & H2S combo/PID sensors Order Line Notes: 100-day battery; charging cable; SX Self-Monitoring Protect Plan (NO 2-way Voice, text only); 5-YEAR Cellular & Satellite access PLUS Full-term 5-YEAR Bumper-to-Bumper warranty (sensors and device); complete with Blackline Live	1.00 EACH	13675.00000	13675.00

Bill To	Requisition 00004568-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Released Page 5

Vendor	Ship To
SAFEWARE INC	FIRE CENTRAL SUPPLY
4403 FORBES BLVD	2851 OLD SHELL ROAD
LANHAM SEABROOK, MD 20706	MOBILE, AL 36607
Tel#615-785-2316	RICHARDSONV@CITYOFMOBILE.ORG
Fax 301-683-1200	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
01/18/23	274594				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	System Access to include all authorized user compliance and data reports, 2-way text capabilities, Live Alert Notifications. NO SUBSTITUTES ALLOWED. MUST BE EXACT DEVICE INCLUDES: 5 Years ONSITE IN-SERVICE TRAINING ON USE, MAINTENANCE, CONFIGURATION AND MISC AS DEEMED FIT BY FD. SERVICE SHALL BE CONDUCTED NO LESS THAN TWICE PER YEAR FOR 5 YEARS. OMNIA Contract #4400008468 PER QUOTE 1972164			
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA .CAPEQUIPMT. .			13675.00

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

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

Bill To	Requisition 00004568-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 6

Vendor	Ship To
SAFEWARE INC 4403 FORBES BLVD LANHAM SEABROOK, MD 20706 Tel#615-785-2316 Fax 301-683-1200	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
01/18/23	274594				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
004	HAZMAT MONITOR: GCT J-G7C-SX-P-AFNO-NA2-5Y G7C handheld monitor w/O2/LEL-MPS/NH3 & HCN sensors Standard 4G Cellular connectivity, complete with 4-gas cartridge w/Pump consisting of O2/LEL-MPS/NH3 & HCN sensors, rechargeable battery & standard charger, SX Self-Monitoring Protect Plan (NO 2-way voice, text only) Order Line Notes: 5-year Cellular access PLUS Full-term 5-YEAR Bumper-to-Bumper warranty (sensors and device); complete with Blackline Live System Access to include all authorized user compliance and data reports, 2-way text capabilities, Live Alert Notifications. NO SUBSTITUTES ALLOWED. MUST BE EXACT DEVICE INCLUDES: 5 Years ONSITE IN-SERVICE TRAINING ON USE, MAINTENANCE, CONFIGURATION AND MISC AS DEEMED FIT BY FD. SERVICE SHALL BE CONDUCTED NO LESS THAN TWICE PER YEAR FOR 5 YEARS. OMNIA Contract #4400008468 PER QUOTE 1972164 1 5500.30.15.0000.0000.1510.0000.0000.47010.	2.00 EACH	4025.25000	8050.50

Bill To	Requisition 00004568-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 7

Vendor	Ship To
SAFEWARE INC 4403 FORBES BLVD LANHAM SEABROOK, MD 20706 Tel#615-785-2316 Fax 301-683-1200	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
01/18/23	274594				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	E G-PHMSA .CAPEQUIPMT. .			8050.50

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	HAZMAT MONITOR: GCT J-G7C-SX-Q-DFLO-NA2-5Y G7C handheld monitor w/O2/LEL-MPS, CL2, CO, & H2S combo sensors Standard 4G Cellular connectivity, complete with 5-gas diffusion cartridge consisting of O2/LEL-MPS, CL2, CO, & H2S combo sensors, rechargeable battery & standard charger, SX Self-Monitoring Protect Plan Order Line Notes: (NO 2-way voice, text only), 5-year Cellular access PLUS Full-term 5-YEAR Bumper-to-Bumper warranty (sensors and device); complete with Blackline Live System Access to include all	2.00 EACH	4025.25000	8050.50

Bill To	Requisition 00004568-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 8

Vendor	Ship To
SAFEWARE INC 4403 FORBES BLVD LANHAM SEABROOK, MD 20706 Tel#615-785-2316 Fax 301-683-1200	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
01/18/23	274594				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	authorized user compliance and data reports, 2-way text capabilities, Live Alert Notifications. NO SUBSTITUTES ALLOWED. MUST BE EXACT DEVICE INCLUDES: 5 Years ONSITE IN-SERVICE TRAINING ON USE, MAINTENANCE, CONFIGURATION AND MISC AS DEEMED FIT BY FD. SERVICE SHALL BE CONDUCTED NO LESS THAN TWICE PER YEAR FOR 5 YEARS. OMNIA Contract #4400008468 PER QUOTE 1972164			
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA .CAPEQUIPMT. .			8050.50
	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	HAZMAT MONITOR: GCT	3.00	4025.25000	12075.75

Bill To	Requisition 00004568-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5500.30.15.0000.0000.1510.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 9

Vendor	Ship To
SAFEWARE INC	FIRE CENTRAL SUPPLY
4403 FORBES BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LANHAM SEABROOK, MD 20706	RICHARDSONV@CITYOFMOBILE.ORG
Tel#615-785-2316	Delivery Reference
Fax 301-683-1200	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	274594				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	J-G7C-SX-P-DFOV-NA2-5Y G7C handheld monitor w/ Standard 4G Cellular connectivity, complete w/pump 4-gas (O2/LEL-MPS/COSH/PID) rechargeable battery & standard charger; Order Line Notes: SX Self-Monitoring Protect Plan (NO 2-way voice, text only), 5-year Cellular access PLUS Full-term 5-YEAR Bumper-to-Bumper warranty (sensors and device); complete with Blackline Live System Access to include all authorized user compliance and data reports, 2-way text capabilities, Live Alert Notifications. NO SUBSTITUTES ALLOWED. MUST BE EXACT DEVICE INCLUDES: 5 Years ONSITE IN-SERVICE TRAINING ON USE, MAINTENANCE, CONFIGURATION AND MISC AS DEEMED FIT BY FD. SERVICE SHALL BE CONDUCTED NO LESS THAN TWICE PER YEAR FOR 5 YEARS. OMNIA Contract #4400008468 PER QUOTE 1972164	EACH		
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA .CAPEQUIPMT. .			12075.75

Bill To	Requisition 00004568-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5500.30.15.0000.0000.1510.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 10

Vendor	Ship To
SAFEWARE INC	FIRE CENTRAL SUPPLY
4403 FORBES BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LANHAM SEABROOK, MD 20706	RICHARDSONV@CITYOFMOBILE.ORG
Tel#615-785-2316	Delivery Reference
Fax 301-683-1200	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	274594				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 96551.75

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

Account	Amount	Remaining Budget
E G-PHMSA .CAPEQUIPMT. .	96551.75	73.25

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

Account	Amount	Remaining Budget
5500.30.15.0000.0000.1510.0000.0000.47010.	96551.75	939545.04
MISC FIRE GRANTS EXP EQUIPMENT (GREATER $5000)		

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

Activity	Date	Clerk	Comment
CCancelled	03/15/23	SANDRA LEWIS	Requisition item removed chang
Forward	01/25/23	BARRY GLISSON	Automatic Forward to 9105demj
Forward	01/25/23	BARRY GLISSON	Automatic Forward to 9105demj

Bill To	Requisition 00004568-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5500.30.15.0000.0000.1510.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 11

Vendor	Ship To
SAFEWARE INC	FIRE CENTRAL SUPPLY
4403 FORBES BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LANHAM SEABROOK, MD 20706	RICHARDSONV@CITYOFMOBILE.ORG
Tel#615-785-2316	Delivery Reference
Fax 301-683-1200	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	274594				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/26/23	JEREMY LAMI		Auto approved by: 910512538	
	Approved	01/26/23	BARRY GLISSON			
	Approved	01/26/23	JAMES FRANK		Auto approved by: 910512538	
	Approved	03/15/23	JEREMY LAMI		Auto approved by: 910512538	
	Approved	03/15/23	BARRY GLISSON			
	Approved	03/15/23	JAMES FRANK		Auto approved by: 910512538	
	Approved	01/30/23	TAYLOR HARRIS		Auto approved by: 9105thrr	
	Approved	01/30/23	TRAVIS MARSHALL		Auto approved by: 9105thrr	
	Approved	01/30/23	LAPORTSIA NETTLES		Auto approved by: 9105thrr	
	Approved	01/30/23	RANDY THREADGILL			
	Approved	03/15/23	TAYLOR HARRIS			
	Approved	03/15/23	TRAVIS MARSHALL		Auto approved by: 910518653	
	Approved	03/15/23	LAPORTSIA NETTLES		Auto approved by: 910518653	
	Approved	03/15/23	RANDY THREADGILL		Auto approved by: 910518653	
	Queued	03/15/23	DONALD ROSE		BID	
	Queued	03/15/23	SANDRA LEWIS		BID	
	Queued	03/15/23	KAREN NAMAN		BID	
	Queued	03/15/23	JOHN PAINE		BID	
	Queued	03/15/23	MICHAEL SPAFFORD		BID	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5773

BLACKLINE HAZ MAT MONITORS

	ITEM	SAFEWARE INC	RITZ SAFETY				
1	GCT J-G7EXO-SX-S-X-AFNO-NA2-5Y G7EXO Area Monitor w/O2/LEL-MPS/NH3&HCN	$ 13,675.00	$ 13,648.03				
2	GCT J-G7EXO-SX-S-X-DFOV-NA2-5YG7EXO AREA MONITOR W/O2/LEL-MPS/COSH CO &H2S COMBO PID SENSORS	$ 13,675.00	NO QUOTE				
3	GCT J-G7C-SX-P-AFNO-NA2-5YG7C HANDHELD MONITOR W/ O2/LEL-MPS/NH3 & HCN SENSORS	$ 4,025.25	$ 3,592.11				
4	GCT J-G7C-SX-Q-DFLO-NA2-5Y G7C HANDHELD MONITOR W/02/LEL-MPS, CL2, CO, & H2S COMBO SENSORS	$ 4,025.25	$ 3,159.85				
5	GCT J-G7C-SX-P-DFOV-NA2-5Y G7C HANDHELD MONITOR W/ STANDARD 4 G CELLULAR CONNECTIVITY, COMPLETE W/ PUMP 4-GAS (O2/LEL-MPS/COSH/PID) RECHARGEABLE BATTERY AND STANDARD CHARGER	$ 4,025.25	$ 4,733.72				
6	GCT J-G7EXO-SX-S-X-DFLO-NA2-5Y G7EXO Area Monitor w/02/LEL-MPS,CL2,CO & H2S combo sensors Standard 4G Cellular and Satellite Module connectivity capable, complete with 5-gas Diffusion cartridge consisting of O2/LEL-MPS, CL2, CO, & H2S combo sensors	$ 13,675.00	$ 13,648.03				
		$ 53,100.75	$ 38,781.74				

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
02/15/2023	5773	FIRE DEPARTMENT	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:02 PM, Thursday, March 2, 2023

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

BLACKLINE HAZ MAT MONITORS

Qty 1-5

HAZMAT MONITOR: GCT J-G7EXO-SX-S-X-AFNO-NA2-5Y G7EXO Area Monitor with O2/LEL-MPS/NH3&HCN WITH THE FOLLOWING SPECIFICATIONS: NO SUBSTITUTES ALLOWED.
MUST BE EXACT DEVICE

- G7EXO Area Monitor w/Standard 4G Cellular and Satellite Module connectivity capable
- complete with 4-gas Diffusion cartridge consisting of O2/LEL-MPS/NH3 & HCN sensors
- 100-day battery
- charging cable
- SX Self-Monitoring Protect Plan (NO 2-way Voice, text only)
- 5-YEAR Cellular & Satellite access PLUS Full-term 5-YEAR Bumper-to-Bumper warranty (sensors and device)
- complete with Blackline Live System Access to include all authorized user compliance and data reports
- 2-way text capabilities
- Live Alert Notifications

Make _____ Model _____

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 5						
Qty 1-5	HAZMAT MONITOR: GCT J-G7EXO-SX-S-X-DROV-NA2-5YG7EXO area monitor with O2/LEL-MPS/COSH CO &H2S COMBO PID SENSORS WITH THE FOLLOWING SPECIFICATIONS: NO SUBSTITUTES ALLOWED. **MUST BE EXACT DEVICE** • G7EXO Area Monitor w/Standard 4G Cellular and Satellite Module connectivity capable • complete with 5-gas Diffusion cartridge consisting of O2/LEL-MPS/COSH CO & H2S combo/PID sensors • 100-day battery • charging cable • SX Self-Monitoring Protect Plan (NO 2-way Voice, text only) • 5-YEAR Cellular & Satellite access PLUS Full-term 5-YEAR Bumper-to-Bumper warranty (sensors and device) • complete with Blackline Live System Access to include all authorized user compliance and data reports • 2-way text capabilities • Live Alert Notifications Make _____ Model _____						
Qty 1-5	HAZMAT MONITOR: GCT J-G7C-SX-P-AFNO-NA2-5YG7C HANDHELD MONITOR W/ O2/LEL-MPS/NH3 & HCN SENSORS WITH THE FOLLOWING SPECIFICATIONS: NO SUBSTITUTES ALLOWED. **MUST BE EXACT DEVICE** • G7C handheld monitor w/Standard 4G Cellular connectivity, • complete with 4-gas cartridge w/Pump consisting of O2/LEL-MPS/NH3 & HCN sensors, rechargeable battery & standard charger • SX Self-Monitoring Protect Plan (NO 2-way voice, text only), • 5-year Cellular access PLUS Full-term 5-YEAR Bumper-to-Bumper warranty (sensors and device); complete with Blackline Live System Access to include all authorized user compliance and data reports • 2-way text capabilities • Live Alert Notifications Make _____ Model _____						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
		Page 3 of 5					
Qty 1-5	HAZMAT MONITOR: GCT J-G7C-SX-Q-DFLO-NA2-5Y G7C HANDHELD MONITOR W/02/LEL-MPS, CL2, CO, & H2S COMBO SENSORS WITH THE FOLLOWING SPECIFICATIONS: NO SUBSTITUTES ALLOWED. **MUST BE EXACT DEVICE** • G7C handheld monitor w/Standard 4G Cellular connectivity • complete with 4-gas cartridge w/Pump consisting of O2/LEL-MPS/COSH CO & H2S combo/PID sensors • rechargeable battery & standard charger • SX Self-Monitoring Protect Plan (NO 2-way voice, text only) • 5-year Cellular access PLUS Full-term 5-YEAR Bumper-to-Bumper warranty (sensors and device); complete with Blackline Live System Access to include all authorized user compliance and data reports • 2-way text capabilities • Live Alert Notifications Make _____ Model _____						
Qty 1-5	HAZMAT MONITOR: GCT J-G7C-SX-P-DFOV-NA2-5Y G7C HANDHELD MONITOR W/ STANDARD 4 G CELLULAR CONNECTIVITY, COMPLETE W/ PUMP 4-GAS (O2/LEL-MPS/COSH/PID) RECHARGEABLE BATTERY AND STANDARD CHARGER. NO SUBSTITUTES ALLOWED. **MUST BE EXACT DEVICE** • G7C handheld monitor w/Standard 4G Cellular connectivity • complete with 4-gas cartridge w/Pump consisting of O2/LEL-MPS/COSH CO & H2S combo/PID sensors • rechargeable battery & standard charger • SX Self-Monitoring Protect Plan (NO 2-way voice, text only) • 5-year Cellular access PLUS Full-term 5-YEAR Bumper-to-Bumper warranty (sensors and device); complete with Blackline Live System Access to include all authorized user compliance and data reports • 2-way text capabilities • Live Alert Notifications Make _____ Model _____						
					TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

ALL ITEMS LISTED ABOVE MUST HAVE GCT SERVICE-ONSITE-5-YEAR IN-SERVICE TRAINING ON USE, MAINTENANCE, CONFIGURATION, AND MISCELLANOUS AS DEEMED BY CITY. SERVICE SHALL BE NO LESS THAN TWICE PER YEAR FOR 5 YEARS.

All vendors mandatory certification – initial in the appropriate boxes below. **Failure to initial in the appropriate boxes below will render your bid non-responsive.**

Have the items you intend to provide in response to the bid been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States?

YES _____NO _____

Are you registered with the us system for award management (sam)?

YES _____ NO _____
If yes, provide your SAM ENTITY ID _____

Are you suspended or debarred by the us government?

YES _____NO _____

All pricing shall be firm for a 6-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award may be extended for 5 additional 6-month periods.

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

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

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

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

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

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

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Questions involving the bid specifications will Not be answered within 48 hours of the bid opening. You need to ask your questions early on, as soon as possible.

City of Mobile Business License Required. Successful vendor will be required to obtain prior to issuance of City of Mobile Purchase Order.

ALL OF THE ABOVE ITEMS ARE TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Additional Terms Relating to Purchases with Federal Grant Awards

1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "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) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf 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;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Apply these clauses only if construction bid awards over $2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Stivers Ford Lincoln Inc for 7 Ford F150 Supercrew pickup trucks for Inspection Services.
General fund.

Amount of Contract:

$237,909.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230316 Stivers Agenda Package POs	Cover Memo	3/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/16/2023 - 2:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6862	2023	(F7000) MOTOR POOL	7 FORD F150 SUPERCREW PICKUP TRUCKS FOR INSPECTION SERVICES (AL STATE CONTRACT)	$237,909.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00006862-00 FY 2023
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
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/08/23	292393	03/08/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	1/2 TON PICKUP TRUCK AS SPECIFIED: 2023 FORD F150 SUPERCREW CAB 4X2, 5.0 V8 ENGINE, APPEARANCE PACKAGE - 17" SILVER PAINTED ALUMINUM WHEELS; CHROME FRONT AND REAR BUMPER; FOG LAMPS , TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, TRAILER BRAKE CONTROLLER. AS PER STATE CONTRACT T191 MASTER AGREEMENT MA220000003128-14 MODEL SERIES W1C	7.00 EACH	33643.00000	235501.00

Additional Description Notes

1/2 TON PICKUP TRUCK AS SPECIFIED: 2023 FORD F150 SUPERCREW CAB 4X2, 5.0 V8 ENGINE, APPEARANCE PACKAGE - 17" SILVER PAINTED ALUMINUM WHEELS; CHROME FRONT AND REAR BUMPER; FOG LAMPS , TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, TRAILER BRAKE CONTROLLER. REQUESTED BY 3040 INSPECTION SERVICES.

AS PER STATE CONTRACT T191 MASTER AGREEMENT MA220000003128-14 MODEL SERIES W1C

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03040 .VEHICLEEXP. .		235501.00

Bill To	Requisition 00006862-00 FY 2023
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
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/08/23	292393	03/08/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
002	FREIGHT	7.00 EACH	344.00000	2408.00
	Vendor Item Inventory Item/Loc 14009			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03040 .VEHICLEEXP. .			2408.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL			

Bill To	Requisition 00006862-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/08/23	292393	03/08/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	745 BROAD STREET MOBILE, AL 36604			
003	SAFETY LIGHT AS SPECIFIED: 4 CORNER STROBE LIGHTS WHITE AND AMBER PER VEHICLE.	7.00 EACH	200.00000	1400.00
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP03040 .VEHICLEEXP. .			1400.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 239309.00

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

Account	Amount	Remaining Budget
E MP03040 .VEHICLEEXP. .	239309.00	3385.15

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

Bill To	Requisition 00006862-00 FY 2023
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 4

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/08/23	292393	03/08/23			MOTOR POOL

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		239309.00	939545.04
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	03/09/23	CHARLES SUMRALL	Reviewed and approve
Approved	03/14/23	SHONNDA SMITH	
Approved	03/14/23	JAMES DELAPP	Auto approved by: 910518244
Approved	03/14/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	03/15/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/15/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/15/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/15/23	JOHN PAINE	
Approved	03/15/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	8333173566

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2023

Documents

- Updated Ford_Bid_specs T191 5-23-22.pdf

Items

- Ford 2023 Order Bank Opening Updates.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Stivers Ford Disclosure and E Verify.pdf

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	33,098.00	Each
Ford Maverick	220000003128-6	21,360.00	Each
Ford Transit Cargo Van	220000003128-10	38,060.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	33,688.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	33,643.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	37,087.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	38,958.00	Each
Ford Diesel Engine Upgrade	220000003128-17	8,551.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	41,108.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,301.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	40,101.00	Each
Ford Diesel Engine Upgrade	220000003128-21	8,551.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	42,238.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,301.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	39,862.00	Each

1 2 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Jennifer White, Traffic Engineering Department

Sponsored by:

William S. Stimpson, Mayor
Scott Jones, Council District 6
Gina Gregory, Council District 7

Purpose and Scope of Project:

Re-allocate $40,000.00 from Capital Project (C0049) Engineering, ROW, & Testing to Grant Fund (G-USASETP) USA Special Event Traffic Plan for the purpose of an engineering planning study surrounding special events at the University of South Alabama.

Funding Source

Project # USA Special Event Traffic Planning Study SPR-PART3-APMB(022) (G-USASETP) **Discretionary Funds**

Project String 50015001.48020 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE** 40000

Grant Funds 160000 **Matching Funds** 40000

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/9/2023
Budget Transfer Form	Backup Material	3/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	3/9/2023 - 2:46 PM
Capital	Rhodes, Brenda	Approved	3/9/2023 - 2:50 PM
Accounting	Daniels, Bettye	Approved	3/9/2023 - 2:58 PM
			3/9/2023 - 3:55

Legal	Kern, Chris	Approved	PM
Legal	Kern, Chris	Approved	3/9/2023 - 3:57 PM
Mayors Office	Montgomery, Brandi	Approved	3/16/2023 - 2:12 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson
Scott Jones, Councilmember District 6
Gina Gregory, Councilmember District 7

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $40,000.00 be reallocated from Capital Project (C0049) Engineering, ROW, & Testing 20002000.48050 Architectural to Grant Fund (G-USASETP) USA Special Events Traffic Plan, 50015001.48020 Engineering Fees, for the purpose of developing traffic plans for the City streets specifically for special events that take place on the University of South Alabama campus SPR-PART3-APMB(022).

Adopted:

_____

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Traffic Engineering DEPT. 2060

DATE OF REQUEST: 3/9/2023

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

DISTRICT#: CW

REQUEST: Please transfer $ 40,000.00

FROM CAPITAL PROJECT#: C0049

CAPITAL PROJECT NAME: Engineering, ROW, & Testing

DEPT. PROJECT#: 3005

TO GRANT FUND PROJECT#: G-USASETP

PROJECT NAME: USA Special Event Traffic Plan

ACCT PROJECT STRING#: 50015001.48020

Mary E Bergin Mary E Berg
Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Casi Callaway, Chief Resilience Officer

Sponsored by:

Mayor Sandy Stimpson

Purpose and Scope of Project:

Authorize a contract with The Madina Group Consulting, LLC, for implementation of a regional recycling education and marketing program for the purposes of expanding recycling in the amount of $48,500.00. Project funding through ADEM Recycling Grant.

Amount of Contract:

$48,500

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/7/2023
Contract	Backup Material	3/7/2023
Cover Letter	Cover Memo	3/7/2023
REVISED_contract	Cover Memo	3/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Callaway, Casi	Approved	3/8/2023 - 3:11 PM
Accounting	Daniels, Bettye	Approved	3/8/2023 - 4:09 PM
			3/9/2023 - 4:28

Legal	Kern, Chris	Approved	PM
Legal	Kern, Chris	Approved	3/9/2023 - 4:29 PM
Mayors Office	Montgomery, Brandi	Approved	3/16/2023 - 2:14 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and The Medina Group Consulting (D.B.A. The Medina Group) in the amount not to exceed $48,500 to begin upon execution for the provision of regional recycling education, marketing, and consulting services attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

_____
City Clerk



MOBILE COUNTY-WIDE RECYCLING EDUCATION PROGRAM

CONSULTANT: THE MADINA GROUP CONSULTING

CONTENTS

Definitions…….…….. I

Standards…….……..…….. II

Scope of Work……...…….…..……. III

Mutual Agreement……..…….…….. IV

Basis of Payment…….……..……..V

Indemnity and Insurance Requirements……VI

E-verify…….....VII

Source of Funds for Payment……..……VIII

Prohibition of Boycotting…… IX

Anti-Discrimination……..……. X

Project Location...…….Exhibit A

Consultant's Fee Schedule……... Exhibit B

Project Closeout Checklist…… Exhibit C

Certifications, Affidavits & Insurance……. Exhibit D

Procurement of Recovered Materials…… Exhibit E

Contract Provisions for non-Federal Entity Contracts Under Federal Awards …… Exhibit F

Special Award Conditions……. Exhibit G

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **THE MADINA GROUP CONSULTING** (hereinafter called the "CONSULTANT").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the CONSULTANT setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONSULTANT - The firm assigned to perform professional services to develop the Recycling Feasibility Study. The firm so assigned to this project is **The Madina Group.**

MOBILE COUNTY-WIDE RECYCLING COMMITTEE or "COMMITTEE" – The Committee undertaking the effort to expand recycling for residents and businesses across Mobile. The Committee is comprised of the Cities of Bayou La Batre, Chickasaw, Creola, Dauphin Island, Mobile, Saraland, Satsuma, and Semmes, and Mobile County.

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER for any phase set out in Section III or for requested additional services.

PROJECT – Mobile County-Wide Recycling Feasibility Study, City of Mobile. The professional services include items as described in Section III of the contract as directed by the CITY, depending on the needs of the City. See Exhibit A for a location of the project.

PROJECT DELIVERY TEAM (PDT) – A combination of Committee Members and CONSTULTANT staff who will make interim and final decisions at each step of the PROJECT.

PROJECT MANAGER – An individual designated by the CITY as PROJECT MANAGER

II. STANDARDS

The CITY hereby retains the CONSULTANT, and the CONSULTANT agrees to perform for the CITY all necessary professional services, as outlined in the Scope of Work, in connection with the PROJECT. Professional services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT will meet the requirements for conformance with the standard specifications and applicable local ordinances and will ascertain the practices of the CITY prior to beginning any work on this project. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this CONTRACT will be submitted to the CITY for review and administrative approval only.

All terms and conditions apply to the CONSULTANT, as well as any covered subcontractor(s) or vendor(s).

III. SCOPE OF WORK

The CONSULTANT has been selected to develop a comprehensive Recycling Education and Marketing Plan to promote recycling across Mobile County that will engage and motivate the community to recycle more materials, more frequently, and correctly.

The CONSULTANT will regularly meet with PROJECT MANAGER as Project Manager may schedule to provide status reports of progress and plan for any needed changes. The meeting schedule shall be updated until project completion.

The CONSULTANT shall submit, in writing, for the PROJECT MANAGER's approval, any project technical staff substitution or reassignment, throughout the duration of the Agreement. The PROJECT MANAGER shall approve technical staff substitution or reassignment prior to appointment by the CONSULTANT. The PROJECT MANAGER maintains the right to suspend the work wholly or in part due to any inadequacies in the CONSULTANT's project technical staffing.

The CONSULTANT shall maintain strict review of progress of the project. A monthly task completion report shall be submitted to the PROJECT MANAGER. The monthly report will be dated the Monday following the reported period, delivered via regular mail or E-Builder. Monthly estimates will not be processed without a corresponding monthly report.

The CITY reserves the right to appoint department representatives to observe all plans and works of the CONSULTANT. The appointed CITY representative shall have access to all work related to the PROJECT.

The scope of work is divided into four project Tasks:

1. Current State Assessment
2. Marketing and Communications Planning and Design
3. Presentation of Findings
4. Implementation

The Implementation of a regional recycling education and marketing program has the potential to expand recycling in three important ways: 1) increasing awareness about the opportunities available and the importance; 2) reducing misinformation, and 3) reduce contamination rates. Recycling education and engagement has been a limiting factor in the community's adoption of recycling practices in the past and this project serves to reduce those limitations.

Task 1- Current State Assessment

The CONSULTANT and COMMITTEE will confirm the scope of services, expectations for communications, and the COMMITTEE Member's role as the first major effort. The CONSULTANT will also review and evaluate existing market marketing and communications materials and compile a list of key stakeholders.

1) Establish ground rules and define management activities:
    a. Upon contract award, the CONSULTANT, in coordination with the Project Manager, will schedule a project initiation meeting to review the scope of services, proposed schedule, budget, deliverables, and frequency/method of communication.
    b. The CONSULTANT will use a digital project management system to facilitate communication between CONSULTANT, Project Manager, and Committee stakeholders.
    c. CONSULTANT will provide a monthly written report on the status of the tasks and services.
    d. CONSULTANT will manage and upload a log of the challenges and change requests and provide a detailed account of solutions that can be used for future projects.
    e. CONSULTANT will prepare timely reports to meet the grant requirements identified in Exhibit G.

2) Review and evaluate existing marketing and communications materials:
    a. CONSULTANT will review existing materials and brand/style guides from the Committee communities.
    b. CONSULTANT will engage local organizations actively involved in recycling to better understand existing efforts and ensure they are incorporated.
    c. CONSULTANT will use existing market research to identify trends and best practices for engaging targeted communities in the Committee areas.
    d. CONSULTANT will use new market research, brand content, and creative teams to evaluate existing materials from the industry, trends and best practices for engaging targeted communities across the Mobile County area.

Task 1 Deliverables:

1) Project Initiation Meeting Agenda
2) Project Initiation Meeting Minutes
3) Project Management Plan
4) Meeting minutes and summary of comments from meeting
5) Data for reporting required per Section IV of grant award agreement (Exhibit G)
6) Current State Assessment presentation and paper

Task 2 -- Marketing and Communications Planning and Design
The primary objective of this task is to create and present an education and marketing campaign plan that will meet the identified goals. This task will include reviews by the Committee to ensure it has the broadest reach for each of the targeted communities.

1) CONSULTANT will develop and present design concepts for the branding kit that will include items such as the following:
    a. Marketing materials: Logo/art design, Brochures, one-pagers, branded folders, Paraphernalia /swag design and recommendations, etc.
    b. Social media guidance,
    c. Template for flyers/letters/emails,
2) CONSULTANT will develop and present an education and marketing campaign that includes:
    a. A multi-phased strategy using messaging that is on-trend and on-target
    b. Concise and compelling content to motivate the targeted community to adopt new recycling habits
    c. Identified key external stakeholders – individuals and organizations – to engage targeted communities and those needed for collaborations as brand ambassadors.
    d. Sub-campaigns to include coordinating in-person key events, cultivating opportunities for brand awareness, and leveraging new opportunities to create connections to recycling.
    e. Recommendations for media purchases – social media, radio, TV, owned and partner digital channels, printed materials – if a more comprehensive budget can be developed (up to $50,000).
3) CONSULTANT will present a list of measurements that can objectively show progress

Task 2 Deliverables:

1) Draft Branding Kit
2) Draft Education and Marketing Campaign Plan
3) Campaign Plan measures

Task 3 – Presentation of Findings
The Consultant will deliver a presentation to the Committee with all concepts included for review and discussion for the committee to provide organized and comprehensive feedback.

1) CONSULTANT will provide up to three (3) revisions for the marketing items- digital and print.
2) CONSULTANT will provide up to three (3) revisions for the overall education and marketing campaign.

Task 3 Deliverables:

1) Final Branding Kit
2) Final Education and Marketing Campaign Plan

Task 4 - Implementation
This task will begin the education and marketing campaign with outreach into communities using the brand ambassadors, messaging, etc.

1) CONSULTANT will secure a minimum of 50 locations and brand ambassadors across the project area who will be responsible for sharing the messaging.
2) CONSULTANT will begin rolling out the campaign plan according to the timeline established and agreed upon with the Committee.

Task 4 Deliverables
1) List of a combined 50 locations and brand ambassadors
2) Schedule the campaign launch with the location and brand ambassadors
3) Organize one event associated with the launch.
4) Data for reporting required per Section IV of grant award agreement (Exhibit G)

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The CONSULTANT agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The PROJECT MANAGER and the CONSULTANT shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT. Expected completion date is October 30, 2023.

B. The CITY may terminate this CONTRACT for any reason, with or without cause, by providing written notice to the CONSULTANT. In the event of termination, all finished and unfinished documents, data, GIS layers, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY. In the event of termination, the CONSULTANT shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., "Basis of Payment". The CITY may notify the CONSULTANT, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the project for more than ninety (90) consecutive days, the CONSULTANT may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the CONSULTANT each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, or transfer his or its interest in this CONTRACT without written consent of the other party hereto.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the project period, which is estimated to be October 30, 2023, unless otherwise amended or terminated in accord with other provisions of the contract. If the project period in the agreement is extended, and the CITY deems necessary, the CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional engineering services, nor to limit or reduce CONSULTANT 's liability for any breach thereof.

E. The CONSULTANT shall reimburse the CITY for attorney's fees incurred due to any breach by CONSULTANT of its obligations under the terms of this CONTRACT.

The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the CONSULTANT for professional services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the CONSULTANT for such work performed shall be compensated at the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit B. In all instances where disbursement of compensation is based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER. Payment will be made upon CONSULTANT presentation of and PROJECT MANAGER approval of a pay application demonstrating work performed.

CONSULTANT is responsible for payment of all expenses required to perform the work unless such expense is otherwise specifically attributed to the City herein. Such CONSULTANT expenses may include travel, data collection, meeting and event hosting (e.g. room rental, audio/visual setup, advertisement), software, printing, research fees, permits, licenses, and taxes.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the CONSULTANT, as compensation for such professional services, as shown in the Fee Schedule in Exhibit B and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the CONSULTANT will be as follows:

a. Compensation to the CONSULTANT shall be based on work performed and documented but shall be limited to the completion of the tasks, which such completion shall be determined by the PROJECT MANAGER. Full payment cannot be paid to the CONSULTANT until all close out documents have been received and approved by CITY. See Exhibit C for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit B sets out the maximum amount to be disbursed for work performed under Section III and will be based on the completion of tasks identified in Exhibit B, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this agreement shall not exceed $48,500.00 (Forty-Eight Thousand, Five Hundred Dollars).

b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to CITY for such failure. In the event of termination of this CONTRACT due to failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other consulting firms of its choice to complete the PROJECT. The CONSULTANT will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

B. LIMITATION OF CONSULTANT COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the CONSULTANT associated with the above-mentioned PROJECT shall not exceed $48,500.00 (Forty-Eight Thousand, Five Hundred Dollars)

CITY or CONSULTANT may request modifications or changes in the Scope of Work as described in Section III. To the extent that the Scope of Work to be performed by CONSULTANT has been affected by such change mutually agreed upon and properly approved, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

Final payment for Task 4 listed in Section III will not be made until CONTRACTOR meets the Closeout Requirements defined in Exhibit C.

C. Contractor's proposal expressed Contractor's commitment to employ disadvantaged businesses as subcontractors as enclosed in Exhibit D. Contractor agrees to employ subcontractors as provided in Exhibit D, unless adjusted by mutual agreement, and must document evidence of employment of such subcontractors upon presentation of each pay application/invoice.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. INSURANCE: For the duration of this CONTRACT, CONSULTANT shall maintain the following minimum amounts for each Project:

CONSULTANT except for Professional Liability Insurance and Workers' Compensation shall name the City of Mobile as an additional insured.

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per occurrence.

2. Workers' Compensation/Employer's Liability:

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

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

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

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

3. Comprehensive General Liability Insurance:

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

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

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and included as Exhibit D. The "Descriptions of Operations" box on the Certificate of Liability Insurance is included in the Exhibit as an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

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

2. Additional Insured - All policies of insurance, except those referenced under paragraph B1, and B2, shall be endorsed to name City of Mobile as an Additional Insured

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

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

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

VII. IMMIGRATION COMPLIANCE (E-VERIFY)

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by the City under this contract is the Alabama Department of Environmental Management's Alabama Recycling Fund Grant.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

By: _____
Its Mayor

ATTEST:

By: _____
Its City Clerk

The Madina Group

By: Telley Madina

Its: President

Address: 5747 Brighton Pl.
New Orleans, LA 70131

Telephone: 504-206-2568

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Telley Madina, whose name as President of The Madina Group Consulting is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, that he/she as such _____ and with full authority, executed the same voluntarily for and as the act of said Water Institute of the Gulf on the day the same bears date.

Given under my hand this 3 day of March 2023.

_____
Notary Public

Michael J. Hall
Notary Public
Attorney-at-Law
LSBA 28067

EXHIBITS

Project Location...…….Exhibit A

Consultant's Fee Schedule……... Exhibit B

Project Closeout Checklist…… Exhibit C

Certifications, Affidavits & Insurance……. Exhibit D

Procurement of Recovered Materials…… Exhibit E

Contract Provisions for non-Federal Entity Contracts Under Federal Awards …… Exhibit F

ADEM Recycling Partnership Grant Agreement ……. Exhibit G

EXHIBIT A: PROJECT LOCATION

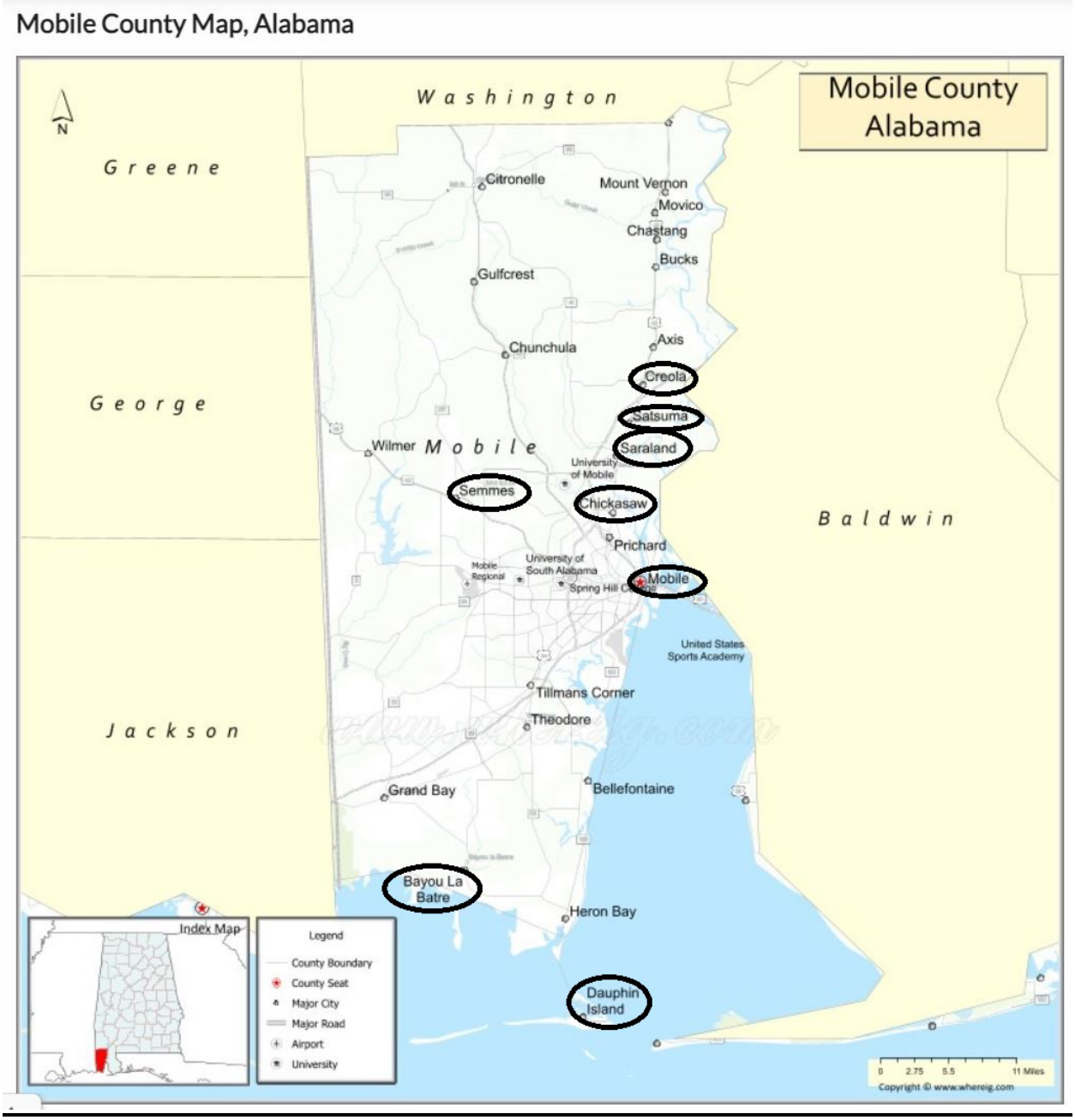


EXHIBIT B: CONSULTANT'S FEE SCHEDULE

PROJECT – Mobile County-Wide Recycling Education

Invoicing - CONSULTANT will provide monthly invoices to the CITY. Each invoice will include a brief progress report summarizing the work completed during the invoice period as well as a schedule update, as needed. All invoices will reference task, associated budgets to include current expense and remaining balance, and percentage complete.

The CITY will release payment for approved invoices within 30-days of receipt.

Task 1: Project Management and Public Engagement Activities	$12,500.00
Task 2: Assessment of Current Conditions	$12,000.00
Task 3: Feasibility Analysis	$12,000.00
Task 4: Presentation of Findings	$12,000.00

CONTRACT Not to Exceed $48,500.00

FUNDING SOURCE: Alabama Department of Environmental Management's Alabama Recycling Fund Grant.

EXHIBIT C: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for project closeout:

- A written certification from the CONSULTANT that the PROJECT was completed according to the CITY approved specifications and contract documents.
- All Project Documents and Defined Deliverables in one or more of the below formats.
    - Hard Copy
    - Word
    - PDF
    - Excel
- Hard Copy of Contract Documents:
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
- Electronic (Word) copy of the Contract Documents
- All Test Reports
- Other electronic files
- Correspondence affecting Design and/or Construction
- Documentation as required by Section IV of the ADEM grant agreement

Final payout for Task 4 will not be made until Contract meets Closeout requirements of Exhibit C.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

The City of Mobile will use this form to:

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

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

CONTRACTOR: The Madina Group Consulting	**Certified DBE:** YES X NO		**Contract Start Date:** March 15, 2023
DESCRIPTION: 5742 Mobile County-Wide Recycling Education			**Estimated Completion Date:** June 30, 2023

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT	
FEB	MAY	AUG	NOV	FINAL _____
MARCH X	JUNE	SEPT	DEC	

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)
$ 48,500	$ 0	$ 48,500	$ 0	

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

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

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

PRINT NAME: _____

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

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of The Madina Group Consulting 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 _____ for _____ that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said The Madina Group Consulting is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 2096109.

Telley Madina

CEO of The Madina Group Consulting

Sworn to and subscribed before me this the 3 day of March, 2023.

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

Signature and Seal of Notary Public

Michael J. Hall
Notary Public
Attorney-at-Law
LSBA 28967

EXHIHBIT G – ADEM ALABAMA RECYCLING GRANT AGREEMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/02/2023

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

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

PRODUCER

State Farm

JONATHAN STEWART
4001 LAPALCO BLVD STE 4

HARVEY LA 70058

CONTACT NAME: FORD, TORIS
PHONE (A/C, No, Ext): 504-799-0018 **FAX (A/C, No):**
E-MAIL ADDRESS: TORIS@NOLASF.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

THE MADINA GROUP LLC
5747 BRIGHTON PL

NEW ORLEANS LA 70131

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 5,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
		Y	Y	98-CB-T581-1	04/01/2022	04/01/2023	PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS	Y	Y	18-2212	03/01/2023	09/01/2023	BODILY INJURY (Per accident)	$ 1,000,000
	[ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	[X] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			98-CM-U625-1	03/02/2023	03/02/2024	AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] PER STATUTE [ ] OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y]	N / A	Y	98-CM-U626-3	03/02/2023	03/02/2024	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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EMPLOYERS' NON-OWNERSHIP LIABILITY (ENOL)

This is a brief example of some of the coverages and limits that are available. It is not a contract, binder of coverage, or a recommendation of coverage. All coverages are subject to the terms and conditions contained in the policy and endorsements. This quote is based on information that may be incomplete, but is accurate to the extent of the information we have received. This quote is valid for 30 days, unless the applicant information changes, or we have base rate changes.

THE MADINA GROUP LLC
Office-Accounting, Consulting, Legal, Engineering (800)
1 Location(s)

State/Agent Code	LA/18-2212
Quote Date	3/1/2023
Effective Date	3/1/2023
Application Type	New Business
Class Code	6600DN
Total # of Drivers	1

Sales Calls Daily: 1

Coverage	Value	Amount
ENOL - Bodily Injury & Property Damage (BIPD) Liability	1000/1000/1000	$115.92
Annual Premium		**$115.92**

Coverage Description:
Employers' Non-Ownership Liability insures an employer for any employee's operation of an automobile not owned by, leased by, hired by, or registered in, the name of the employer, any partners, or in the

company name.
Hired Cars Liability provides liability coverage for the operation of vehicles used under contract in behalf of, or loaned to, the named insured while such vehicles are engaged in the business of the insured. Such vehicles must not be owned or registered in the name of the insured, an executive officer or partner (if a firm), or an employee or agent of the named insured.
Hired Cars-Physical Damage Coverage extends comprehensive and collision coverage to vehicles rented or leased for business purposes.

Business Owner Responsibilities

Standards for Business Owners:

- Establish a comprehensive driver qualification program to include an Employment Application, Reference and Background Checks, Motor Vehicle Record, Physical Qualifications, and a Road Test.
- Use the following as minimum driver qualifications:
    - Drivers must be 18 years of age and have at least 2 years driving experience
    - Drivers may have up to 2 moving violations or 1 at-fault accident and 1 moving violation (not connected to at-fault accident) in the last 3 years
    - No major violations (i.e. DUI, Suspending License, etc.) in the last 3 years
- Obtain and keep in a personnel file for each driver:
    - Copy of an annual MVR
    - Copy of current proof of insurance and update file every 6 months
- Create a *Driver's Rule Agreement* that includes clear, comprehensive, and an enforceable set of specific traffic safety rules and communicate them to all employee drivers.
- Have regular and consistent driver safety meetings to emphasize proper safe driving behaviors.
- Establish a crash reporting and investigation process to determine the root cause of a crash and whether or not the incident was preventable.
- Conduct post-incident coaching sessions with an employee driver involved in an at-fault crash to help the driver avoid future incidents.
- Have program in place to take action should a driver's driving habits deteriorate and no longer meet the eligibility guidelines listed above or should a driver no longer be able to provide current proof of insurance.
- Make weather related decisions every day, which includes cautioning drivers about driving in adverse conditions or suspend delivery operations during severe weather conditions.
- Allow drivers to take regular and adequate breaks to reduce driver fatigue.
- **Never guarantee delivery times.**

The Business Owner, at minimum, will require each driver to:

- Provide business owner a copy of their current MVR: (not more than 30 days old from start date) and an updated copy on an annual basis.
- Provide business owner a copy of their Proof of Insurance: evidence of insurance should include policy limits, effective and expiration dates and a description of the vehicle. The driver is responsible for providing updated proof of insurance every 6 months.
- Inspect vehicle before beginning daily shift to ensure it is in working order (need to provide list of what should be inspected – tires, wipers, head lights, brake lights, blinkers, etc.).
- Not carry passengers in delivery vehicles (other than trainer or manager during appropriate times).
- Not use cell phone while driving during work shift.
- **Obey traffic laws** – to include, but not limited to, seatbelt use, cell phone use and posted speed limits.

- Have all drivers sign and date the company's Driver's Rules Agreement, acknowledging they are aware and understand the organization's traffic safety policies, procedures, and expectations regarding driver performance, vehicle maintenance, and reporting of moving violations and crashes.

Employee Driver Responsibilities

Standards for the Employee Driver:

- Must hold and carry with them a valid driver's license.
    - Immediately notify employer if driver license has been suspended /cancelled /revoked or restrictions have been applied.
- Be responsible and accountable for driving behaviors when driving on behalf of the business.
- **Obey traffic laws** – to include, but not limited to, seatbelt use and posted speed limits.
- **Strictly follow** state laws regarding cell phone use.
- **Do not** operate the vehicle under the influence of alcohol or drugs, including prescription and over the counter medication if they cause drowsiness.
- Ensure the vehicle is legally registered and insured for the purposes of work and provide employer evidence of insurance upon request.
- Ensure vehicle safety, including but not limited to, regularly checking head lights, brake lights, oil / fluid levels and tire pressure. In inclement weather, ensure head lights and brake lights are visible and windshield wipers are operational.
- Report to employer any near-misses, crashes and scrapes, including those that do not result in injury.
- Take regular and adequate breaks to reduce driver fatigue.
- Sign and date employer's *Driver's Rules Agreement*, acknowledging awareness and understanding of the organization's traffic safety policies, procedures, and expectations regarding driver performance, vehicle maintenance, and reporting of moving violations and crashes.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/01/2023

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

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

PRODUCER

State Farm

Jonathan Stewart
4001 Lapalco Blvd Suite 4
Harvey LA 700582389

CONTACT NAME: Jonathan Stewart
PHONE (A/C, No, Ext): 504-347-1400 **FAX (A/C, No):**
E-MAIL ADDRESS: jonathan.stewart.do7k@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

THE MADINA GROUP LLC
5747 BRIGHTON PL
NEW ORLEANS LA 701313929

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	N	N	98-CB-T581-1	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 300,000 $ 5,000 $ $ 10,000,000 $ 10,000,000
	AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

CERTIFICATE HOLDER

City of Mobile
205 Government St
4th Floor
Mobile AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jonathan Stewart

This form was system-generated on 03/01/2023 .

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STATE OF ALABAMA

FOREIGN LIMITED LIABILITY COMPANY (LLC)
APPLICATION FOR REGISTRATION

PURPOSE: In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing an Application for Registration pursuant to Section 10A-1-7.04, *Code of Alabama 1975*.

1. The legal name of the foreign entity as recorded in the jurisdiction in which it was formed/organized:
   The Madina Group Consulting LLC

2. The name of the foreign entity for use in Alabama (only if different from the legal name*):

   *A fictitious name may be used **only if the legal entity name is not available** for use in Alabama or the name does not contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC" (10A-1-5.06).

3. If a fictitious name is used the undersigned certifies the resolution of the LLC's governing authority to adopt the fictitious name for use in Alabama and affirms the authority to make such a certification under 10A-1-7.07.

4. A copy of the name reservation received from the Office of the Alabama Secretary of State must be attached.

5. Street (**No PO Boxes**) address of principal office:
   5747 Brighton Pl New Orleans, LA 70131

   Mailing address (if different from street address)

(For SOS Use Only)

Alabama
Sec. Of State

001-067-109 FLL

Date	03/06/2023
Time	14:26:00
File	$150.00
County	$0.00
Total	$150.00

FOREIGN LIMITED LIABILITY COMPANY (LLC) APPLICATION FOR REGISTRATION

6. Entity's jurisdiction of formation: Louisiana
(State or Country of formation)

7. Date of the entity's formation in state/country of jurisdiction: 3 / 1 / 2021 (MM/DD/YYYY)

8. The undersigned certifies that the foreign entity exists as a valid Limited Liability Company under the laws of the entity's jurisdiction of formation.

9. Name of registered agent for service of process (**MUST** be physically located in Alabama):
Telley S Madina

10. Street (**No PO Boxes**) address of registered office of registered agent (**MUST** be physically located in Alabama):
6300 Grelot Rd. Ste G-1061 Mobile, AL 36609

Mailing address **in** Alabama of registered agent/office (if different from street address)
5747 Brighton Pl. New Orleans, LA 70131

11. If the entity registering is a Non Profit LLC, Series LLC or Non-Profit Series LLC. Please check type below:

☐ Non-Profit LLC ☐ Series LLC ☐ Non-Profit Series LLC

12. The foreign entity began or will begin transacting business in Alabama (**a date must be provided**):

Began or will begin doing business: 3 / 15 / 2023 (MM/DD/YYYY)

3 / 6 / 2023
Date (MM/DD/YYYY)

Telley Madina President
Signature of person authorized to sign per 10A-1-4.01

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

The Madina Group Consulting LLC

This name reservation is for the exclusive use of Telley Madina, 5747 Brighton Pl, New Orleans, LA 70131 for a period of one year beginning March 06, 2023 and expiring March 06, 2024

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

March 06, 2023

Date

Wes Allen **Secretary of State**

RES077736

March 7, 2023

Dear Councilmembers:

The purpose of this resolution is to approve a contract with The Medina Group Consulting to create a comprehensive recycling education and marketing plan that will promote recycling across Mobile County. The consultant is charged with creating a plan that will motivate and engage the community to recycling more, more frequently, and correctly. The total of the contract is $48,500.00 and the funding comes through the ADEM Recycling grant received in October 2022.

The Scope of Work includes an assessment of existing efforts – locally and regionally, creation of marketing materials including a branding kit, development of a communications plan, and beginning implementation. The Consultant will work with the municipalities across Mobile County (including the County) who are participating in this grant effort, but all materials will be open for use across the County.

If you have any questions or need additional information, please do not hesitate to reach out. Thank you in advance for your review.

Sincerely,

Casi (kc) Callaway
Chief Resilience Officer



MOBILE COUNTY-WIDE RECYCLING EDUCATION PROGRAM

CONSULTANT: TMG CONSULTING

CONTENTS

Definitions…….…… I

Standards…….……..…….. II

Scope of Work……...…….…. III

Mutual Agreement……..…….…… IV

Basis of Payment…….……...……..V

Indemnity and Insurance Requirements……VI

E-verify…….....VII

Source of Funds for Payment……..……VIII

Prohibition of Boycotting…… IX

Anti-Discrimination……..……. X

Project Location...…….Exhibit A

Consultant's Fee Schedule……... Exhibit B

Project Closeout Checklist…… Exhibit C

Certifications, Affidavits & Insurance……. Exhibit D

Procurement of Recovered Materials…… Exhibit E

Contract Provisions for non-Federal Entity Contracts Under Federal Awards …… Exhibit F

Special Award Conditions……. Exhibit G

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this 15th day of March, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **THE MADINA GROUP CONSULTING** (hereinafter called the "CONSULTANT").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the CONSULTANT setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONSULTANT - The firm assigned to perform professional services to develop the Recycling Feasibility Study. The firm so assigned to this project is **The Madina Group Consulting.**

MOBILE COUNTY-WIDE RECYCLING COMMITTEE or "COMMITTEE" – The Committee undertaking the effort to expand recycling for residents and businesses across Mobile. The Committee is comprised of the Cities of Bayou La Batre, Chickasaw, Creola, Dauphin Island, Mobile, Saraland, Satsuma, and Semmes, and Mobile County.

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER for any phase set out in Section III or for requested additional services.

PROJECT – Mobile County-Wide Recycling Feasibility Study, City of Mobile. The professional services include items as described in Section III of the contract as directed by the CITY, depending on the needs of the City. See Exhibit A for a location of the project.

PROJECT DELIVERY TEAM (PDT) – A combination of Committee Members and CONSTULTANT staff who will make interim and final decisions at each step of the PROJECT.

PROJECT MANAGER – An individual designated by the CITY as PROJECT MANAGER

II. STANDARDS

The CITY hereby retains the CONSULTANT, and the CONSULTANT agrees to perform for the CITY all necessary professional services, as outlined in the Scope of Work, in connection with the PROJECT. Professional services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT will meet the requirements for conformance with the standard specifications and applicable local ordinances and will ascertain the practices of the CITY prior to beginning any work on this project. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this CONTRACT will be submitted to the CITY for review and administrative approval only.

All terms and conditions apply to the CONSULTANT, as well as any covered subcontractor(s) or vendor(s).

STANDARD OF PERFORMANCE

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

III. SCOPE OF WORK

The CONSULTANT has been selected to develop a comprehensive Recycling Education and Marketing Plan to promote recycling across Mobile County that will engage and motivate the community to recycle more materials, more frequently, and correctly.

The CONSULTANT will regularly meet with PROJECT MANAGER as Project Manager may schedule to provide status reports of progress and plan for any needed changes. The meeting schedule shall be updated until project completion.

The CONSULTANT shall submit, in writing, for the PROJECT MANAGER's approval, any project technical staff substitution or reassignment, throughout the duration of the Agreement. The PROJECT MANAGER shall approve technical staff substitution or reassignment prior to appointment by the CONSULTANT. The PROJECT MANAGER maintains the right to suspend the work wholly or in part due to any inadequacies in the CONSULTANT's project technical staffing.

The CONSULTANT shall maintain strict review of progress of the project. A monthly task completion report shall be submitted to the PROJECT MANAGER. The monthly report will be dated the Monday following the reported period, delivered via regular mail or E-Builder.
Monthly estimates will not be processed without a corresponding monthly report.

The CITY reserves the right to appoint department representatives to observe all plans and works of the CONSULTANT. The appointed CITY representative shall have access to all work related to the PROJECT.

The scope of work is divided into four project Tasks:

1. Current State Assessment
2. Marketing and Communications Planning and Design
3. Presentation of Findings
4. Implementation

The Implementation of a regional recycling education and marketing program has the potential to expand recycling in three important ways: 1) increasing awareness about the opportunities available and the importance; 2) reducing misinformation, and 3) reduce contamination rates. Recycling education and engagement has been a limiting factor in the community's adoption of recycling practices in the past and this project serves to reduce those limitations.

Task 1- Current State Assessment

The CONSULTANT and COMMITTEE will confirm the scope of services, expectations for communications, and the COMMITTEE Member's role as the first major effort. The CONSULTANT will also review and evaluate existing market marketing and communications materials and compile a list of key stakeholders.

1) Establish ground rules and define management activities:
   a. Upon contract award, the CONSULTANT, in coordination with the Project Manager, will schedule a project initiation meeting to review the scope of services, proposed schedule, budget, deliverables, and frequency/method of communication.
   b. The CONSULTANT will use a digital project management system to facilitate communication between CONSULTANT, Project Manager, and Committee stakeholders.
   c. CONSULTANT will provide a monthly written report on the status of the tasks and services.
   d. CONSULTANT will manage and upload a log of the challenges and change requests and provide a detailed account of solutions that can be used for future projects.
   e. CONSULTANT will prepare timely reports to meet the grant requirements identified in Exhibit G.
2) Review and evaluate existing marketing and communications materials:
   a. CONSULTANT will review existing materials and brand/style guides from the Committee communities.
   b. CONSULTANT will engage local organizations actively involved in recycling to better understand existing efforts and ensure they are incorporated.
   c. CONSULTANT will use existing market research to identify trends and best practices for engaging targeted communities in the Committee areas.
   d. CONSULTANT will use new market research, brand content, and creative teams to evaluate existing materials from the industry, trends and best practices for engaging targeted communities across the Mobile County area.

Task 1 Deliverables:

1) Project Initiation Meeting Agenda
2) Project Initiation Meeting Minutes
3) Project Management Plan
4) Meeting minutes and summary of comments from meeting
5) Data for reporting required per Section IV of grant award agreement (Exhibit G)
6) Current State Assessment presentation and paper

Task 2 -- Marketing and Communications Planning and Design

The primary objective of this task is to create and present an education and marketing campaign plan that will meet the identified goals. This task will include reviews by the Committee to ensure it has the broadest reach for each of the targeted communities.

1) CONSULTANT will develop and present design concepts for the branding kit that will include items such as the following:
    a. Marketing materials: Logo/art design, Brochures, one-pagers, branded folders, Paraphernalia /swag design and recommendations, etc.
    b. Social media guidance,
    c. Template for flyers/letters/emails,
2) CONSULTANT will develop and present an education and marketing campaign that includes:
    a. A multi-phased strategy using messaging that is on-trend and on-target
    b. Concise and compelling content to motivate the targeted community to adopt new recycling habits
    c. Identified key external stakeholders – individuals and organizations – to engage targeted communities and those needed for collaborations as brand ambassadors.
    d. Sub-campaigns to include coordinating in-person key events, cultivating opportunities for brand awareness, and leveraging new opportunities to create connections to recycling.
    e. Recommendations for media purchases – social media, radio, TV, owned and partner digital channels, printed materials – if a more comprehensive budget can be developed (up to $50,000).
3) CONSULTANT will present a list of measurements that can objectively show progress

Task 2 Deliverables:

1) Draft Branding Kit
2) Draft Education and Marketing Campaign Plan
3) Campaign Plan measures

Task 3 – Presentation of Findings

The Consultant will deliver a presentation to the Committee with all concepts included for review and discussion for the committee to provide organized and comprehensive feedback.

1) CONSULTANT will provide up to three (3) revisions for the marketing items- digital and print.

2) CONSULTANT will provide up to three (3) revisions for the overall education and marketing campaign.

Task 3 Deliverables:

1) Final Branding Kit
2) Final Education and Marketing Campaign Plan

Task 4 - Implementation

This task will begin the education and marketing campaign with outreach into communities using the brand ambassadors, messaging, etc.

1) CONSULTANT will secure a minimum of 50 locations and brand ambassadors across the project area who will be responsible for sharing the messaging.
2) CONSULTANT will begin rolling out the campaign plan according to the timeline established and agreed upon with the Committee.

Task 4 Deliverables

1) List of a combined 50 locations and brand ambassadors
2) Schedule the campaign launch with the location and brand ambassadors
3) Organize one event associated with the launch.
4) Data for reporting required per Section IV of grant award agreement (Exhibit G)

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The CONSULTANT agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The PROJECT MANAGER and the CONSULTANT shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT. Expected completion date is October 30, 2023.
B. The CITY may terminate this CONTRACT for any reason, with or without cause, by providing written notice to the CONSULTANT. In the event of termination, all finished and unfinished documents, data, GIS layers, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY. In the event of termination, the CONSULTANT shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., “Basis of Payment”. The CITY may notify the CONSULTANT, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY’s convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the project for more than ninety (90) consecutive days, the CONSULTANT may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the CONSULTANT each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, or transfer his or its interest in this CONTRACT without written consent of the other party hereto.
D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the project period, which is estimated to be October 30, 2023, unless otherwise amended or terminated in accord with other provisions of the contract. If the project period in the agreement is extended, and the CITY deems necessary, the CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional engineering services, nor to limit or reduce CONSULTANT 's liability for any breach thereof.
E. The CONSULTANT shall reimburse the CITY for attorney's fees incurred due to any breach by CONSULTANT of its obligations under the terms of this CONTRACT.
F. The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the CONSULTANT for professional services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the CONSULTANT for such work performed shall be compensated at the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit B. In all instances where disbursement of compensation is based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER. Payment will be made upon CONSULTANT presentation of and PROJECT MANAGER approval of a pay application demonstrating work performed.

CONSULTANT is responsible for payment of all expenses required to perform the work unless such expense is otherwise specifically attributed to the City herein. Such CONSULTANT expenses may include travel, data collection, meeting and event hosting (e.g., room rental, audio/visual setup, advertisement), software, printing, research fees, permits, licenses, and taxes.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the CONSULTANT, as compensation for such professional services, as shown in the Fee Schedule in Exhibit B and it is mutually agreed that compensation to the CONSULTANT will be as follows:

a. Compensation to the CONSULTANT shall be based on work performed and documented but shall be limited to the completion of the tasks, which such completion shall be determined by the PROJECT MANAGER. Full payment cannot be paid to the CONSULTANT until all close out documents have been received and approved by CITY. See Exhibit C for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit B sets out the maximum amount to be disbursed for work performed under Section III and will be based on the completion of tasks identified in Exhibit B, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this agreement shall not exceed $48,500.00 (Forty-Eight Thousand, Five Hundred Dollars).
b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to CITY for such failure. In the event of termination of this CONTRACT due to failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other consulting firms of its choice to complete the PROJECT. The CONSULTANT will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

B. LIMITATION OF CONSULTANT COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the CONSULTANT associated with the above-mentioned PROJECT shall not exceed $48,500.00 (Forty-Eight Thousand, Five Hundred Dollars).

CITY or CONSULTANT may request modifications or changes in the Scope of Work as described in Section III. To the extent that the Scope of Work to be performed by CONSULTANT has been affected by such change mutually agreed upon and properly approved, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

Final payment for Task 4 listed in Section III will not be made until CONSULTANT meets the Closeout Requirements defined in Exhibit C.

C. Consultant's proposal expressed Consultant's commitment to employ disadvantaged businesses as subcontractors as enclosed in Exhibit D. Consultant agrees to employ subcontractors as provided in Exhibit D, unless adjusted by mutual agreement, and must document evidence of employment of such subcontractors upon presentation of each pay application/invoice.

V. INDEMNITY AND INSURANCE REQUIREMENTS

A. The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

B. INSURANCE

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

a. General Liability Insurance - public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence

Or (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined -
$500,000 per occurrence

b. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability $100,000 each occurrence

Or (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined - $500,000 per occurrence

c. Workers' Compensation/Employer's Liability: (when required by statute)

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

d. Professional Liability:

Minimum coverage limits of $1,000,000 each claim and Policy Aggregate

e. Excess/Umbrella Liability Insurance:

i. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
ii. Limit of Liability: $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate, and this sentence, shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The following language shall be required on the Certificate of Insurance:
City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

The policy endorsements listed below are required and included as Exhibit D. The "Descriptions of Operations" box on the Certificate of Liability Insurance is included in the Exhibit as an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

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

2. Additional Insured - All policies of insurance, except those referenced under paragraph B1, and B2, 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, CONSULTANT shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. CONSULTANT shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VI. REPRESENTATIVES FOR CITY AND CONSULTANT

The representative(s) for the City of Mobile are Casi Callaway, Chief Resilience Officer.

The representative(s) for the CONSULTANT are Telley Madina, President.

CONSULTANT IN CHARGE

The individual in charge at the CONSULTANT's firm is Telley Madina, President.

VII. NOTICES

All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827
Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

And the **Consultant**:
The Madina Group Consulting LLC_____
_5747 Brighton Pl._____
New Orleans, LA 70131

VIII. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

IX. 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.

X. LEGAL COMPLIANCE

The Consultant hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. SEVERABILITY CLAUSE

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

XIII. OPPORTUNITY TO CONSULT WITH COUNSEL

CONSULTANT acknowledges that they, have had an opportunity to consult with and be represented by counsel of CONSULTANT'S choosing in the review of this Agreement, that they, have been advised by the CITY to do so, that CONSULTANT is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that CONSULTANT enters into this Agreement freely, without duress or coercion, and based on the CONSULTANT'S own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. The CONSULTANT further represents and acknowledges that they, have been provided a reasonable period of time within which to review the terms of this Agreement

XIV. 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.

XV. BREACH

In the event of any breach or apparent breach by Consultant of any of its obligations under the terms of this Agreement, and in the further event that Owner shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Consultant agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which Owner may incur with respect to Owner's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

XVI. IMMIGRATION COMPLIANCE (E-VERIFY)

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

XVII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by the City under this contract is the Alabama Department of Environmental Management's Alabama Recycling Fund Grant

XVIII. PROHIBITION OF BOYCOTTING

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

XIX. ANTI-DISCRIMINATION

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

By:_____
Its Mayor

ATTEST:

By: _____
Its City Clerk

The Madina Group Consulting, LLC

By: Telley Madina

Its: President

Address: 5747 Brighton Pl.
New Orleans, LA 70131

Telephone: 504-206-2568

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Telley Madina, whose name as President of The Madina Group Consulting is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, that he/she as such president and with full authority, executed the same voluntarily for and as the act of said Water Institute of the Gulf on the day the same bears date.

Given under my hand this 15 day of MARCH 2023.

_____
Notary Public

Michael J. Hall
Notary Public
Attorney-at-Law
LSBA 28067

EXHIBITS

Project Location...…….Exhibit A

Consultant's Fee Schedule……... Exhibit B

Project Closeout Checklist…… Exhibit C

Certifications, Affidavits & Insurance……. Exhibit D

Procurement of Recovered Materials…… Exhibit E

Contract Provisions for non-Federal Entity Contracts Under Federal Awards …… Exhibit F

ADEM Recycling Partnership Grant Agreement ……. Exhibit G

EXHIBIT A: PROJECT LOCATION

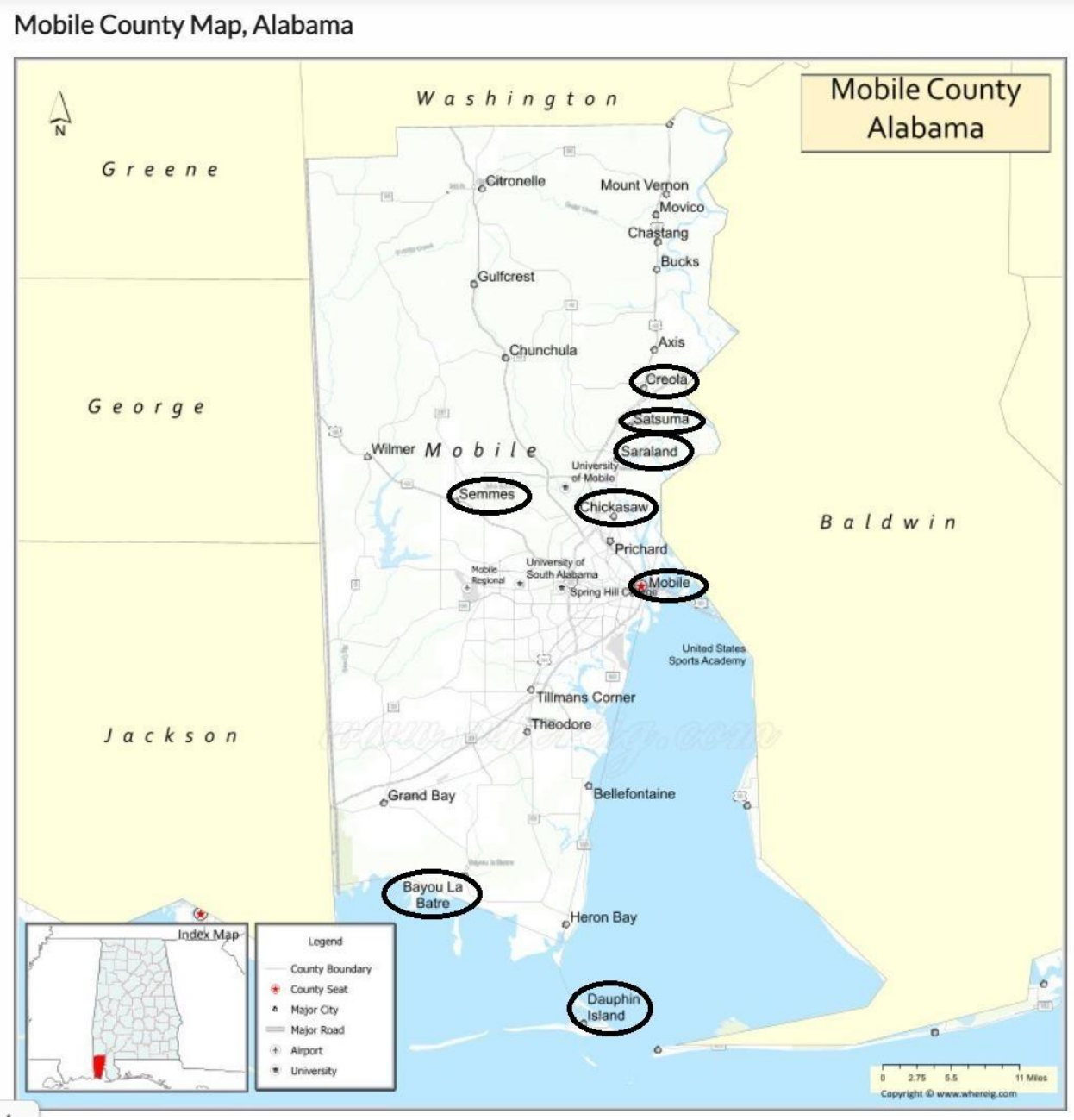


EXHIBIT B: CONSULTANT'S FEE SCHEDULE

PROJECT – Mobile County-Wide Recycling Education

Invoicing - CONSULTANT will provide monthly invoices to the CITY. Each invoice will include a brief progress report summarizing the work completed during the invoice period as well as a schedule update, as needed. All invoices will reference task, associated budgets to include current expense and remaining balance, and percentage complete.

The CITY will release payment for approved invoices within 30-days of receipt.

Task 1: Project Management and Public Engagement Activities	$12,500.00
Task 2: Assessment of Current Conditions	$12,000.00
Task 3: Feasibility Analysis	$12,000.00
Task 4: Presentation of Findings	$12,000.00

CONTRACT Not to Exceed $48,500.00

FUNDING SOURCE: Alabama Department of Environmental Management's Alabama Recycling Fund Grant.

EXHIBIT C: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for project closeout:

- A written certification from the CONSULTANT that the PROJECT was completed according to the CITY approved specifications and contract documents.
- All Project Documents and Defined Deliverables in one or more of the below formats.
    - Hard Copy
    - Word
    - PDF
    - Excel
- Hard Copy of Contract Documents:
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
- Electronic (Word) copy of the Contract Documents
- All Test Reports
- Other electronic files
- Correspondence affecting Design and/or Construction
- Documentation as required by Section IV of the ADEM grant agreement

Final payout for Task 4 will not be made until Contract meets Closeout requirements of Exhibit C.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

The City of Mobile will use this form to:

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

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

CONTRACTOR: The Madina Group Consulting	**Certified DBE:** YES X NO		**Contract Start Date:** March 15, 2023
DESCRIPTION: 5742 Mobile County-Wide Recycling Education			**Estimated Completion Date:** June 30, 2023

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT	
FEB	MAY	AUG	NOV	FINAL _____
MARCH X	JUNE	SEPT	DEC	

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)
$ 48,500	$ 0	$ 48,500	$ 0	

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

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

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

PRINT NAME: _____

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

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of The Madina Group Consulting 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 _____ for _____ that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said The Madina Group Consulting is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 2096109.

Telley Madina

CEO of The Madina Group Consulting

Sworn to and subscribed before me this the 3 day of March, 2023.

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

Signature and Seal of Notary Public

Michael J. Hall
Notary Public
Attorney-at-Law
LSBA 28967

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2023

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

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

PRODUCER
State Farm

JONATHAN STEWART
4001 LAPALCO BLVD STE 4
HARVEY LA 70058

CONTACT NAME: FORD, TORIS
PHONE (A/C, No, Ext): 504-799-0018 FAX (A/C, No):
E-MAIL ADDRESS: TORIS@NOLASF.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
THE MADINA GROUP LLC
5747 BRIGHTON PL
NEW ORLEANS LA 70131

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
		Y	Y	98-CB-T581-1	04/01/2023	04/01/2024	MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 10,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 10,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS	Y	Y	18-2212	03/01/2023	09/01/2023	BODILY INJURY (Per accident)	$ 1,000,000
	HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			98-CM-U625-1	03/02/2023	03/02/2024	AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A	Y	98-CM-U626-3	03/02/2023	03/02/2024	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AI 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2023

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	**CONTACT NAME:**	
	PHONE (A/C, No, Ext): (888) 202-3007	**FAX (A/C, No):**
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED The Madina Group Consulting LLC 5747 Brighton Place New Orleans, LA 70131	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability	Y	Y	P101.631.421.1	03/13/2023	03/13/2024	Each Claim: $ 1,000,000 Aggregate: $ 1,000,000	

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

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

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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EMPLOYERS' NON-OWNERSHIP LIABILITY (ENOL)

This is a brief example of some of the coverages and limits that are available. It is not a contract, binder of coverage, or a recommendation of coverage. All coverages are subject to the terms and conditions contained in the policy and endorsements. This quote is based on information that may be incomplete, but is accurate to the extent of the information we have received. This quote is valid for 30 days, unless the applicant information changes, or we have base rate changes.

THE MADINA GROUP LLC
Office-Accounting, Consulting, Legal, Engineering (800)
1 Location(s)

State/Agent Code	LA/18-2212
Quote Date	3/1/2023
Effective Date	3/1/2023
Application Type	New Business
Class Code	6600DN
Total # of Drivers	1

Sales Calls Daily: 1

Coverage	Value	Amount
ENOL - Bodily Injury & Property Damage (BIPD) Liability	1000/1000/1000	$115.92
Annual Premium		**$115.92**

Coverage Description:
Employers' Non-Ownership Liability insures an employer for any employee's operation of an automobile not owned by, leased by, hired by, or registered in, the name of the employer, any partners, or in the

company name.
Hired Cars Liability provides liability coverage for the operation of vehicles used under contract in behalf of, or loaned to, the named insured while such vehicles are engaged in the business of the insured. Such vehicles must not be owned or registered in the name of the insured, an executive officer or partner (if a firm), or an employee or agent of the named insured.
Hired Cars-Physical Damage Coverage extends comprehensive and collision coverage to vehicles rented or leased for business purposes.

Business Owner Responsibilities

Standards for Business Owners:

- Establish a comprehensive driver qualification program to include an Employment Application, Reference and Background Checks, Motor Vehicle Record, Physical Qualifications, and a Road Test.
- Use the following as minimum driver qualifications:
    - Drivers must be 18 years of age and have at least 2 years driving experience
    - Drivers may have up to 2 moving violations or 1 at-fault accident and 1 moving violation (not connected to at-fault accident) in the last 3 years
    - No major violations (i.e. DUI, Suspending License, etc.) in the last 3 years
- Obtain and keep in a personnel file for each driver:
    - Copy of an annual MVR
    - Copy of current proof of insurance and update file every 6 months
- Create a *Driver's Rule Agreement* that includes clear, comprehensive, and an enforceable set of specific traffic safety rules and communicate them to all employee drivers.
- Have regular and consistent driver safety meetings to emphasize proper safe driving behaviors.
- Establish a crash reporting and investigation process to determine the root cause of a crash and whether or not the incident was preventable.
- Conduct post-incident coaching sessions with an employee driver involved in an at-fault crash to help the driver avoid future incidents.
- Have program in place to take action should a driver's driving habits deteriorate and no longer meet the eligibility guidelines listed above or should a driver no longer be able to provide current proof of insurance.
- Make weather related decisions every day, which includes cautioning drivers about driving in adverse conditions or suspend delivery operations during severe weather conditions.
- Allow drivers to take regular and adequate breaks to reduce driver fatigue.
- **Never guarantee delivery times.**

The Business Owner, at minimum, will require each driver to:

- Provide business owner a copy of their current MVR: (not more than 30 days old from start date) and an updated copy on an annual basis.
- Provide business owner a copy of their Proof of Insurance: evidence of insurance should include policy limits, effective and expiration dates and a description of the vehicle. The driver is responsible for providing updated proof of insurance every 6 months.
- Inspect vehicle before beginning daily shift to ensure it is in working order (need to provide list of what should be inspected – tires, wipers, head lights, brake lights, blinkers, etc.).
- Not carry passengers in delivery vehicles (other than trainer or manager during appropriate times).
- Not use cell phone while driving during work shift.
- **Obey traffic laws** – to include, but not limited to, seatbelt use, cell phone use and posted speed limits.

- Have all drivers sign and date the company's Driver's Rules Agreement, acknowledging they are aware and understand the organization's traffic safety policies, procedures, and expectations regarding driver performance, vehicle maintenance, and reporting of moving violations and crashes.

Employee Driver Responsibilities

Standards for the Employee Driver:

- Must hold and carry with them a valid driver's license.
    - Immediately notify employer if driver license has been suspended /cancelled /revoked or restrictions have been applied.
- Be responsible and accountable for driving behaviors when driving on behalf of the business.
- **Obey traffic laws** – to include, but not limited to, seatbelt use and posted speed limits.
- **Strictly follow** state laws regarding cell phone use.
- **Do not** operate the vehicle under the influence of alcohol or drugs, including prescription and over the counter medication if they cause drowsiness.
- Ensure the vehicle is legally registered and insured for the purposes of work and provide employer evidence of insurance upon request.
- Ensure vehicle safety, including but not limited to, regularly checking head lights, brake lights, oil / fluid levels and tire pressure. In inclement weather, ensure head lights and brake lights are visible and windshield wipers are operational.
- Report to employer any near-misses, crashes and scrapes, including those that do not result in injury.
- Take regular and adequate breaks to reduce driver fatigue.
- Sign and date employer's *Driver's Rules Agreement*, acknowledging awareness and understanding of the organization's traffic safety policies, procedures, and expectations regarding driver performance, vehicle maintenance, and reporting of moving violations and crashes.

STATE OF ALABAMA

FOREIGN LIMITED LIABILITY COMPANY (LLC)
APPLICATION FOR REGISTRATION

PURPOSE: In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing an Application for Registration pursuant to Section 10A-1-7.04, *Code of Alabama 1975*.

1. The legal name of the foreign entity as recorded in the jurisdiction in which it was formed/organized:
   The Madina Group Consulting LLC

2. The name of the foreign entity for use in Alabama (only if different from the legal name*):

   *A fictitious name may be used **only if the legal entity name is not available** for use in Alabama or the name does not contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC" (10A-1-5.06).

3. If a fictitious name is used the undersigned certifies the resolution of the LLC's governing authority to adopt the fictitious name for use in Alabama and affirms the authority to make such a certification under 10A-1-7.07.

4. A copy of the name reservation received from the Office of the Alabama Secretary of State must be attached.

5. Street (**No PO Boxes**) address of principal office:
   5747 Brighton Pl New Orleans, LA 70131

   Mailing address (if different from street address)

(For SOS Use Only)

Alabama
Sec. Of State

001-067-109 FLL

Date	03/06/2023
Time	14:26:00
File	$150.00
County	$0.00
Total	$150.00

FOREIGN LIMITED LIABILITY COMPANY (LLC) APPLICATION FOR REGISTRATION

6. Entity's jurisdiction of formation: Louisiana
(State or Country of formation)

7. Date of the entity's formation in state/country of jurisdiction: 3 / 1 / 2021 (MM/DD/YYYY)

8. The undersigned certifies that the foreign entity exists as a valid Limited Liability Company under the laws of the entity's jurisdiction of formation.

9. Name of registered agent for service of process (**MUST** be physically located in Alabama):
Telley S Madina

10. Street (**No PO Boxes**) address of registered office of registered agent (**MUST** be physically located in Alabama):
6300 Grelot Rd. Ste G-1061 Mobile, AL 36609

Mailing address **in** Alabama of registered agent/office (if different from street address)
5747 Brighton Pl. New Orleans, LA 70131

11. If the entity registering is a Non Profit LLC, Series LLC or Non-Profit Series LLC. Please check type below:

☐ Non-Profit LLC ☐ Series LLC ☐ Non-Profit Series LLC

12. The foreign entity began or will begin transacting business in Alabama (**a date must be provided**):

Began or will begin doing business: 3 / 15 / 2023 (MM/DD/YYYY)

3 / 6 / 2023
Date (MM/DD/YYYY)

Telley Madina President
Signature of person authorized to sign per 10A-1-4.01

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

The Madina Group Consulting LLC

This name reservation is for the exclusive use of Telley Madina, 5747 Brighton Pl, New Orleans, LA 70131 for a period of one year beginning March 06, 2023 and expiring March 06, 2024

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

March 06, 2023

Date

Wes Allen **Secretary of State**

RES077736

CITY OF MOBILE

MOBILE, ALABAMA

Click to Send to Revenue

IMPORTANT NOTICE
YOU MUST RETURN THIS STATEMENT TO US WITH YOUR 60 DAY GROSS OR YOU WILL BE OPERATING WITHOUT A BUSINESS LICENSE

AFFIDAVIT FOR FIRST 60 DAYS OF BUSINESS

STATE OF ALABAMA:
COUNTY OF MOBILE:

TO: CITY OF MOBILE REVENUE DIRECTOR

I, _____ for myself and/or the business operated under the trade name THE MADINA GROUP CONSULTING LLC located at: 5747 BRIGHTON PLACE NEWORLEANS LA 70131 hereby certify under oath that **the GROSS RECEIPTS** for the first 60 days of business were:

LICENSE CODE # 541820 **GROSS RECEIPTS** $ _____
LICENSE CODE # _____ **GROSS RECEIPTS** $ _____
LICENSE CODE # _____ **GROSS RECEIPTS** $ _____
LICENSE CODE # _____ **GROSS RECEIPTS** $ _____

I declare under penalty of perjury that the foregoing statement is true and correct.

_____ ___/___/____
Declarant's Signature Date

Regular penalty will apply if not returned to the Revenue Department on the date shown below. Gross Receipts, Gross Business, Gross Proceeds of Sales means the total volume of business done, without regard to origin, or ultimate destination of the merchandise, or service, or to whom sold.

ACCOUNT NUMBER	APPLICATION NUMBER	TODAY'S DATE	DUE DATE
124686		02/28/23	05/02/23

COMMENTS T02-OUT OF TOWN
GROSS EARNINGS FROM 03/02/2023 TO 05/02/2023
BILL # 1499892
RETURN NO LATER THAN 05/13/2023

COMPLETE AND RETURN TO: City of Mobile Revenue Dept, P O 3065, Mobile, Al 36652-3065

IMPORTANT NOTE: Any difference the reader may perceive in the information contained above and the language in the City of Mobile Privilege License Ordinances is inadvertent. In all cases the language in the ordinances will prevail.

EXHIBIT E: PROCUREMENT OF RECOVERED MATERIALS

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT F: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See § 200.322 Domestic preferences for procurements.

EXHIHBIT G – ADEM ALABAMA RECYCLING GRANT AGREEMENT

Grant # ARF23-01-215

Grantee Initials _____

Alabama Recycling Fund Grant Agreement

Grantee:	City of Mobile
Contact Person:	Tracy Baxter
Address:	205 Government Street Mobile, AL 36644
Email:	tracy.baxter@cityofmobile.org
Telephone:	(251) 208-7970
Responsible Person:	William Stimpson
Address:	205 Government St Mobile, AL 36603
Email:	mayorstimpson@cityofmobile.org
Telephone:	(251) 208-7395

Grant reimbursements should be made payable to:
City of Mobile

Grant reimbursements mailed to this address:
205 Government St
Mobile, AL 36644

Grant Period:	October 1, 2022 - September 30, 2023
Amount Awarded:	$340,000.00

Semiannual Report Due Dates:
1st Semiannual Report Due: April 15, 2023
Final Semiannual Report Due: October 15, 2023

The Alabama Department of Environmental Management (ADEM) is the administrative agency for recycling projects approved for expenditure of funds under the Alabama Recycling Fund Grant Program. The Alabama Recycling Funds Grant Program is further defined in Chapter 335-13-10 of the Alabama Solid Waste Regulations.

A maximum of $340,000.00 inclusive of all costs will be granted for this project to the City of Mobile (hereinafter referred to as the Grantee) by ADEM (hereinafter referred to as

Department). Reimbursement of expenditures will be limited to and in accordance with the program budget submitted by the grantee and may be found as Attachment B of this Agreement.

GENERAL REQUIREMENTS
The Grantee is responsible for compliance with state and any applicable local Solid Waste Management Plans and regulations and requirements of Alabama Recycling Fund and completion of the activities in the Grant Application that was submitted by the Grantee, except as modified and superseded by this agreement.

I. GENERAL PROJECT SUMMARY
The City of Mobile is requesting ARF Grant Funds in order to conduct a Feasibility study that will focus on cost of curbside, economies of scale for working collectively, and MRF construction. These funds will also be used for education and to construct a new drop off location. This will begin a multi-year plan to establish a new hub within the coastal counties of Alabama.

A. MILESTONES/TIMELINE OF ACTIVITIES
The grantee agrees to begin the implementation of the project during the grant period outlined in this agreement, conditional upon the grant agreement being signed and becoming a binding contract.

B. REGIONAL PARTNERSHIPS
If this grant agreement involves multiple entities as the grantee, written agreements including those concerning grant funds, revenue disbursement, and the responsibilities of each entity shall be required. All such agreements are binding as if incorporated herein.

II. BUDGET AND EXPENDITURES
The approved project budget and maximum reimbursable expenditures are further detailed in Attachment B of this Agreement. Any exceptions must be attached to this Agreement as an amendment which has been signed by the Department and Grantee. The approved budget is further categorized as follows:

Itemized Budget

Feasibility Study	$100,000.00
Education	$50,000.00
Drop-off Location	$190,000.00
Total	**$340,000.00**

Categorized Budget

Infrastructure (equipment, buildings, land, etc.)	$190,000.00
Personnel (salaries, benefits, etc.)	$0.00

Education (materials, radio/TV, hand-outs, etc.)	$50,000.00
Professional Services (consultants, engineering, planning)	$100,000.00
Total Budget	**$340,000.00**

A. ALLOWABLE COSTS

Expenditures shall be limited to the allowable costs as stated in this agreement and in accordance with the Alabama Recycling Fund Grants Program as stated in Chapter 335-13-10. The Grantee shall not retain any grant funds in excess of actual Recycling Program expenses.

B. REVENUE DISBURSEMENT

Funds will be reimbursed to the responsible official as indicated on page 1 of this agreement unless otherwise stated below.

_____

_____

C. REIMBURSEMENT

To receive reimbursement, records to include receipts, proof of payment (cancelled checks and/or credit card statements), and invoices shall be submitted with each semiannual report. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. All requests for advance funds shall be made to and approved by the Department before purchasing. Reimbursement for any purchases or agreement to purchase made prior to the effective date of this grant agreement without prior written approval may be determined to be ineligible for reimbursement. All requests for reimbursement must be submitted with the semiannual report received by October 15. The Department, at its sole discretion, may request additional justification or documentation relating to any expenditure of grant funds. If this grant agreement includes the disbursement of funds for any purpose as may be deemed operating subsidies by the Department, the grantee shall provide to the Department, in the form of a written report submitted within one (1) year of grant execution, documentation that such subsidies will no longer be required from any future Alabama Recycling Fund Grant or Fund disbursement.

D. SWMP CONSISTENCY

If the Grantee has been awarded funding to revise a Solid Waste Management Plan (SWMP), the SWMP must first be revised and approved by the Department before reimbursement will be made for any other activities associated with this agreement.

III. AMENDMENTS

Any amendments or modifications to this grant agreement must be submitted by the listed responsible official and be approved by the Department in writing before becoming effective. Any and all amendments shall be as if incorporated herein.

IV. REPORTING REQUIREMENTS

The grantee shall provide the Department semiannual reports as required by Attachment A: Scope of Services and shall comply with requests for information as the Department may require in order to fulfill the requirements of this agreement and applicable regulations regarding Alabama Recycling Fund Grants and recycling facility (materials recovery facility and recovered materials processing facility) regulations contained in Code of Alabama 335-13-10.

V. EVALUATION METHOD

The Grantee will evaluate the overall project as detailed in the Scope of Services. Such evaluations shall be reported in semi-annual and/or final reports submitted to the Department and are conditional for continued reimbursement as detailed in this Agreement.

VI. RETENTION OF DOCUMENTS

Department personnel will monitor the implementation and timeline of activities and expenditures covered under this agreement. All documents related to this agreement including requests for proposals, invoices, contractual agreements, reports, approvals and correspondence with the Department associated with this agreement must be kept updated and readily accessible to Department staff for at least five (5) years from the execution of the grant agreement and as otherwise required herein. Copies of records shall also be included with each semi-annual report submitted by the Grantee.

VII. FAILURE TO COMPLY

The Department may terminate a grant award in whole or in part and demand refund of grant funds when there is substantial non-compliance with the terms of the award or these rules, a determination made by the Department that the grant was obtained by fraudulent means, found that grant monies have been used for non-allowable costs, or a determination made by the Department that gross abuse or corrupt practices have been used in the administration of the grant project by the Grantee. The Department shall give written notice to the Grantee (via certified mail, return receipt requested) of its intent to terminate a Fund grant, in whole or in part, at least 30 days prior to the intended date of termination. The Department shall afford the Grantee an opportunity for consultation prior to any termination. After such opportunity for consultation, the Department may, in writing (via certified mail, return receipt requested) terminate the Fund in whole or in part. Such action may also result in the Department declaring the Grantee ineligible for further participation in the program until the Grantee complies with the terms of the grant agreement.

VIII. PROMOTIONAL, EDUCATIONAL AND OTHER MATERIALS

A copy of promotional and educational materials developed as part of this agreement shall be submitted electronically to the Department prior to public distribution. The Department

shall have the right to use any printed materials developed as part of this agreement in any manner the Department deems appropriate. The use of grant funds provided through this agreement utilized for the development and or publication of promotional, educational, and other materials shall cause the same to include the Department logo and the following statement, ***"This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund."*** Such materials shall be maintained by the grantee according to requirements for document retention included herein. Such materials may also not be copyrighted or reserved in any manner.

IX. COMPLIANCE WITH RELEVANT LAWS

The Recipient agrees to comply with all relevant federal, state, and local laws, ordinances or other requirements in the design, construction and operation of the facility, to specifically include environmental regulations. The Recipient shall comply with Affidavit and E-Verify requirements for *Ala. Code* §§ 31-13-9(a) and (b). Continued, substantial non-compliance may be considered as a failure to comply and result in termination of this agreement for cause. The Recipient is also subject to all provisions of the ADEM Administrative Code, the Solid Waste and Materials Management Act (SWRMMA), and other applicable requirements.

Grant # ARF23-01-215

Grantee Initials

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

This Agreement is entered into between the City of Mobile (Grantee) and the Alabama Department of Environmental Management (Department) pursuant to an appropriation from the Alabama Recycling Fund (Fund). This Agreement will provide for a recycling project in Mobile County, Mobile, AL.

The parties hereto agree as follows:

1. Scope of Services

The Grantee will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Grantee an amount not to exceed $340,000.00 for the services performed under this Agreement. Unless otherwise specified in the workplan, any mileage, travel and per diem costs identified in the budget located herein will be reimbursed in accordance with state law.

B. Unless pre-approved by the Department, the Grantee shall submit invoices not more than once per semi-annual period and in conjunction with the semi-annual report to the Department for actual cost(s) incurred. The final invoice shall be submitted by October 15, 2023 .

C. Prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than $1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from $1,000.00 to $3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value greater than $3,000.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed unless previously approved by the Department, and shall terminate 12 months from the date of execution unless extended by the Department. This Agreement is conditioned upon the receipt of sufficient funds from the Fund and is subject to termination in the event of proration of the Fund. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties but under no

circumstances shall the expiration date be extended or the contract amount be increased without approval in accordance with Section 29-2-41 Code of Alabama 1975.

4. Termination of Agreement for Cause

If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Grantee shall, at the option of the Department, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Grantee may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Grantee shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Grantee shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the Scope of Services of the Grantee to be performed hereunder. Such changes, including any increases or decreases in the amount of the Grantee's compensation, which are mutually agreed upon by and between the Department and the Grantee shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) to the end that 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. There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Grantee shall insert a similar provision in all subagreements for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Grantee under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, electronic files, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Grantee.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared and an audit is performed as a result of OMB Uniform Guidance requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report. If OMB Uniform Guidance is applicable the Contractor agrees that the Comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Grantee is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Grantee Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Grantee or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement unless otherwise provided by law.

18. Not to Constitute a Debt of the State/Settlement of Claims

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 the conflicting provision in the Agreement shall be deemed null and void. The Grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. For any disputes arising under the terms of this

Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

19. Alternative Dispute Resolution

In the event of any dispute between the parties, senior officials 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 Adjustments of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

20. Requisite Reviews and Approvals

The Grantee acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals and shall not begin performing work under this Agreement until notified to do so by the Alabama Department of Environmental Management.

21. Immigration Status.

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

22. Prohibition against Boycotting by Contractors

In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

23. No Funds for Lobbying Cause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any 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. 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 agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL," Disclosure Form to Report Lobbying," in accordance with its instructions.

City of Mobile

By: _____
William Stimpson
Mayor

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: _____
Lance R. LeFleur
Director

_____
As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the 15th day of September, 2022.

Grant # ARF23-01-215

Grantee Initials _____

ATTACHMENT A

SCOPE OF SERVICES

Upon the effective date of Agreement signature, the City of Mobile (Grantee), agrees to effectively and expeditiously facilitate the following Scope of Services:

1. The Grantee will follow and abide by the Agreement as approved or amended. The Grantee will obtain permission from the Department for project related changes or modifications, revisions, and/or amendments to the latest approved agreement prior to expenditure of funds.

2. No deviations from the approved project budget or expenditure of funds other than for the purposes stated in the latest approved agreement are authorized without prior approval from the Department.

3. All funded project reports and financial records will be maintained by the recipient and made available for review and disclosure for a minimum of five years following the grant closeout.

4. The Grantee will submit the first semiannual report to the Department on April 15th. A comprehensive final semiannual report to include an Executive Summary (generalized project summary) will be submitted by the Grantee to the Department by October 15th. All project outputs and deliverables must be completed by the project end date, September 30th. These semi-annual reports will, at a minimum, include:

    - The status/outcome of each project objective and milestone per project application agreement
    - Expenditures of any ARF funds and local funds (documentation for local funds is not required). Required documents needed for ARF grant reimbursements shall include invoices, receipts, proof of payment (cancelled checks and/or credit card statements), and any additional documentation the Department deems necessary.
    - Quantity of recyclable materials collected by material type with out-of-state generated materials reported separately from in-state
    - Price(s) received for marketed recyclables by material type
    - Destination of marketed materials,
    - Documented increase in collections and participation (tonnage prior to implementation vs. tonnage at project completion)
    - If asking for education and outreach funding, include a description of any education or public outreach components and an explanation of how the educational component will directly promote the use of existing or planned local recycling projects.

- Location/addresses of public recycling bins/containers (lat/long if available)

5. If estimation is utilized in providing data, the method of estimation shall also be included in each semi-annual report. Reports shall not be inconsistent with accounting and record-keeping methods such entities may be required to follow by the Alabama Department of Examiners of Public Accounts.

6. Project related videos, films, computer disks, printed information, and other products or materials produced using Alabama Recycling Grant funds must include the Department logo, prominently displayed, along with the following prominently and conspicuously displayed acknowledgement language: ***"This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund."***

7. All education and training related videos, films, computer diskettes, manuals, brochures, and other products and material outputs/deliverables produced will be submitted by the Grantee in Draft form to the Department for review and approval prior to additional grant funds being expended for Final deliverable/output products to be printed, produced, copied, or disseminated.

8. The Grantee agrees to submit at least one project description or project status news article for distribution to local area newspapers or to various other local public media for potential publication or dissemination in any manner as the Department may determine.

9. The Grantee agrees to submit a public outreach opportunity/event that will engage and educate citizens on recycling efforts in their locality for collaboration with the Department. The Department will retain the option to attend the proposed event. This proposal must be submitted through the AEPACS Portal no later than December 31, 2022. If further time is needed an extension may be requested no later than December 31, 2022, and must include details as to why the request is needed.

10. New recycling programs must be registered to report as determined by the Department, if applicable and directed to do so by the Department. Existing recycling programs must be registered to report as determined by the Department, if applicable and directed to do so by the Department.

11. The Grantee has the option to receive a $1,000.00 grant for development of a sustainable and efficient scrap tire recycling plan. The plan should include plans for a secure public drop-off location and subsequent scrap tire management for individuals to drop-off 8 or less tires at a time. This service is for individuals only and not for tire retail businesses or other scrap tire transporters, receivers or processors. The Department will grant up to $1,000.00, from the Scrap Tire Marketing Program, for

implemented plans that are determined by the Department to be efficient and sustainable. At a minimum, the plan should contain the following:

- A description of the tire handling, storage and/or processing that will be conducted at the facility, together with a description of the subsequent disposition of scrap tires and scrap tire materials, and other information necessary to explain the recycling program;
- Facility design plans including drawings of all buildings, equipment, receiving and storage areas;
- Operational Plan, to include a narrative of operational procedures including methods of receiving, storing, processing and shipping tires;
- Vector Control Plan;
- Emergency Response Plan; and
- Location maps.

12. The Grantee must have an established account on the Alabama Environmental Permitting and Compliance System (AEPACS).

13. The Grantee agrees to comply with all requirements and conditions specified in local, state, or federal rules, regulations, laws or ordinances. Grant funding for this project is, at a minimum, subject to Alabama Recycling Fund Grant Regulations contained in ADEM Administrative Code 335-13-10.

14. The Grantee will inform the Department as soon as problems, delays, or adverse conditions become known which will materially impair the ability to complete this Agreement, or to meet outputs/outcomes/milestones specified in this Agreement, for the duration of the Agreement.

15. Property (equipment greater than $5,000 cost) that is purchased in whole or in part with grant funds must be properly managed and used solely for recycling purposes (e.g. inventory, control system, maintenance, storage, etc.,) for at least five years.

Grant # ARF23-01-215

Grantee Initials _____

ATTACHMENT B

PROJECT BUDGET

Feasibility Study	$100,000.00
Education	$50,000.00
Drop-off Location	$190,000.00
Total	**$340,000.00**

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To perform a softwash of the exterior at the Arthur R. Outlaw Convention Center

Amount of Contract:

$80,294.00

Funding Source

Project # Arthur R. Outlaw Convention Center - Softwash CN-029-23	**Discretionary Funds**
Project String C0836 Convention Center Exterior Softwash (20002000-48010)	**Contract Number:**4373

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CN-029-23 Arthur R. Outlaw Convention Center - Softwash	Cover Memo	3/15/2023
PART TWO -- CN-029-23 Arthur R. Outlaw Convention Center - Softwash	Cover Memo	3/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	3/16/2023 - 9:23 AM
			3/16/2023 -

Capital	Rhodes, Brenda	Approved	10:25 AM
Legal	Kern, Chris	Approved	3/16/2023 - 2:01 PM
Mayors Office	Montgomery, Brandi	Approved	3/16/2023 - 2:16 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	ROLIN CONSTRUCTION, INC.
Project Name:	ARTHUR R. OUTLAW CONVENTION CENTER – SOFTWASH
Project Number:	CN-029-23
Amount:	$80,294.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0836 – CONVENTION CENTER EXTERIOR SOFTWASH

CAPITAL PROJECT #: C0836 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CN-029-23

CONTRACT AMOUNT: $80,294.00

PROJECT DESCRIPTION: TO COMPLETE A SOFTWASH OF THE EXTERIOR AT THE ARTHUR R. OUTLAW CONVENTION CENTER (1 SOUTH WATER STREET).

VENDOR NAME: ROLIN CONSTRUCTION, INC.

VENDOR NUMBER: 295164

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 3/14/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827
Contact: Gregg Blaize

and the Contractor:
(Name, legal status, address and other information)

Rolin Construction, Inc.
5060 Jack Springs Road
Atmore, Alabama 36502

City of Mobile Business License Number: 114743
Secretary of State Registration Number: 000-239-817

for the following Project:
(Name, location and detailed description)

Arthur R. Outlaw Convention Center – Softwash
1 South Water Street
Mobile, Alabama 36602
CN-029-23

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

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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User Notes: (795764336)

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.)

(Paragraph deleted)

[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 thirty (30) 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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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 Eighty Thousand Two Hundred Ninety Four and 00/100 Dollars ($80,294.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid	$76,444.00
Alternate Number One:	$ 850.00
Alternate Number Two:	$ 2,000.00
Contingency Allowance:	$ 1,000.00
Total Contract Sum:	$80,294.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
#1 - Softwash Steps on West Side of Convention Center	$ 850.00
#2 - Softwash North Side of Convention Center	$2,000.00

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
(Row deleted)

Contingency Allowance $1,000.00

Contingency Allowance: One Thousand and 00/100 Dollars ($1,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
		$

§ 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 Rolin Construction, Inc. has completed the contract CN-029-23 for the Arthur R. Outlaw Convention Center - Softwash, 1 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 Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(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.

§ 7.1.1

(Paragraphs deleted)

TERMINATION OF CONTRACT

The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed (City of Mobile, P. O. Box 1827, Mobile, Alabama 36633). 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.

§ 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.

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director of Real Estate Asset Management Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Stephanie Rolin, President
Rolin Construction, Inc.
5060 Jack Springs Road
Atmore, Alabama 36502
(251) 368-0072
Email: stephanie@rolinbuilds.com

§ 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.

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.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed,

Init. /
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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: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

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.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

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5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date

.4 Specifications

Section	Title	Date
	Arthur R. Outlaw Convention Center – Softwash Invitation to Bid	January 5, 2023

.5 Addenda, if any:

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Number	Date
Addendum #1	February 2, 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
(Table deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

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

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or

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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.

§ 9.2.8 Breach of Contract:
The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT, **or fails to** adequately perform the services required hereunder within the time limits specified herein, shall be a material breach of this CONTRACT. 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. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT, the CITY may:

a. afford the CONTRACTOR written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
b. discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
c. offset those monies disallowed pursuant to the above, against any monies billed by the CONTRACTOR but yet unpaid by the CITY.

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

City of Mobile

Legal Name of Party to Contract:
Contractor: Rolin Construction, Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

(Rows deleted)
William S. Stimpson, Mayor
(Printed name and title)

Stephanie Rolin, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Escambia

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Stephanie Rolin as President of Rolin Construction 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 10th day of March, 20 23.

Amber Boatwright
NOTARY PUBLIC
My Commission Expires: 1-9-2027

AMBER LYNN BOATWRIGHT
NOTARY PUBLIC
STATE OF ALABAMA

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PERFORMANCE BOND

Bond No: 21BCSIZ1318

CONTRACTOR:
(Name, legal status and address)

Rolin Construction, Inc.
5060 Jack Springs Road
Atmore, AL 36502

SURETY:
(Name, legal status and principal place of business)

Hartford Accident and Indemnity Company
The Hartford - Bond Claim Department
One Hartford Plaza, T-4
Hartford, CT 06155

OWNER:
(Name, legal status and address)

City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

CONSTRUCTION CONTRACT
Date:
Amount: $80,294.00 Eighty Thousand Two Hundred Ninety Four Dollars and 00/100
Description:
(Name and location) Arthur R. Outlaw Convention Center - Softwash, 1 South Water Street, Mobile, AL 36602

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $80,294.00 Eighty Thousand Two Hundred Ninety Four Dollars and 00/100
Modifications to this Bond: ☐ **None** ☒ **See Section 16**

CONTRACTOR AS PRINCIPAL
Company: Rolin Construction, Inc.
Signature: *(Corporate Seal)*
Name and Title: Stephanie Rolin President

SURETY
Company: Hartford Accident and Indemnity Company
Signature: Mark W. Edwards II *(Corporate Seal)*
Name and Title: Mark W. Edwards, II
Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, Address and telephone)
AGENT or BROKER:

McGriff Insurance Services, LLC
2211 7th Avenue, South
Birmingham, AL 35233

205-252-9871

OWNER'S REPRESENTATIVE:
(Architect, Engineer, or other party:)

Architectural Engineering Department
City of Mobile, P.O. Box 1827
Mobile, AL 36633-1827

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A312, 2010 edition

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said

statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

Section 8 is hereby deleted in its entirety and replaced with the following:

If the Surety elects to act under Section 5.1, 5.2, 5.3, or 5.4, the Surety's liability is limited to the amount of this bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL	**SURETY**
Company:	Company:
(Corporate Seal)	*(Corporate Seal)*
Signature:	Signature:
Name and Title:	Name and Title:
Address	Address

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: MCGRIFF INSURANCE SERVICES INC
Agency Code: 21-250036

- [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 :

Christopher C. Gardner of Union MS, R.E. Daniels, Shelby E. Daniels of Pensacola, FL, Robert Read Davis of Atlanta GA, Robert M. Verdin of Metairie, LA, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith, Jeffrey M. Wilson of BIRMINGHAM, 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

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

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

PAYMENT BOND

Bond No: 21BCSIZ1318

CONTRACTOR:
(Name, legal status and address)

Rolin Construction, Inc.
5060 Jack Springs Road
Atmore, AL 36502

SURETY:
(Name, legal status and principal place of business)

Hartford Accident and Indemnity Company
The Hartford - Bond Claim Department
One Hartford Plaza, T-4
Hartford, CT 06155

OWNER:
(Name, legal status and address)

City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

CONSTRUCTION CONTRACT
Date:
Amount: $80,294.00 Eighty Thousand Two Hundred Ninety Four Dollars and 00/100
Description:
(Name and location) Arthur R. Outlaw Convention Center - Softwash, 1 South Water Street, Mobile, AL 36602

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $80,294.00 Eighty Thousand Two Hundred Ninety Four Dollars and 00/100
Modifications to this Bond: [X] **None** [ ] **See Section 18**

CONTRACTOR AS PRINCIPAL
Company: Rolin Construction, Inc.

Signature: *(Corporate Seal)*
Name and Title: Stephanie Rolin / President

SURETY
Company: Hartford Accident and Indemnity Company

Signature: *(Corporate Seal)*
Name and Title: Mark W. Edwards, II
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY – Name, Address and telephone)
AGENT or BROKER:

McGriff Insurance Services, LLC
2211 7th Avenue, South
Birmingham, AL 35233
205-252-9871

OWNER'S REPRESENTATIVE:
(Architect, Engineer, or other party:)

Architectural Engineering Department
City of Mobile, P.O. Box 1827
Mobile, AL 36633-1827

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A312, 2010 edition

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;

.2 the name of the person for whom the labor was done, or materials or equipment furnished;

.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;

.4 a brief description of the labor, materials or equipment furnished;

.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;

.7 the total amount of previous payments received by the Claimant; and

.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL	**SURETY**
Company:	Company:
(Corporate Seal)	*(Corporate Seal)*
Signature:	Signature:
Name and Title:	Name and Title:
Address	Address

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A312, 2010 edition

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: MCGRIFF INSURANCE SERVICES INC
Agency Code: 21-250036

- [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 :

Christopher C. Gardner of Union MS, R.E. Daniels, Shelby E. Daniels of Pensacola, FL, Robert Read Davis of Atlanta GA, Robert M. Verdin of Metairie, LA, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith, Jeffrey M. Wilson of BIRMINGHAM, 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

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 emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

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

The City of Mobile will use this form to:

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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 I. Information about your company

Company	Rolin Construction, Inc.
Address	5060 Jack Springs Road, Atmore, Al. 36502
Telephone	251.363-0072
E-Mail	Stephanie@rolinbuilds.com

RFP/RFQ Solicitation Number	CN-029-023
Project Description	Mobile Convention Center - Soft Wash
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 14 Female 6 Minority 7 Non-minority 13 Vets 3 Total #of Employees 20

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Stephanie Rolin

Signature: _____ Date: 2/7/2023

Title: President

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

Name: Stephanie Rolin Title: President

E-mail:_ Phone: Stephanie@rolinbuilds.com / 2513680072

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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 # CN-029-23 Your Bid/Proposal Amount $ 76,444 - Date: 2 / 7 / 2023

Description mobile convention center - soft wash

Name of Bidder/Proposer: Rolin Construction, 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
Rolin construction	251 3680072	supervision, bond, house oversight, gen. conditions	21,634	35.8%	Yes	
Rolin construction	251 3680072	BACKFLOW, site utilities	2,500	3.2%	yes	
Creek Clean	251 776 2024	Pressure wash Equip LABOR	46,900	61%	pending	

Alabama Secretary of State

Rolin Construction, Inc.	
Entity ID Number	000 - 239 - 817
Entity Type	Domestic Corporation
Principal Address	5060 JACK SPRINGS ROAD ATMORE, A 36502
Principal Mailing Address	5060 JACK SPRINGS ROAD ATMORE, A 36502
Status	Exists
Place of Formation	Escambia County
Formation Date	02/18/2005
Registered Agent Name	NELSON, STEPHANIE
Registered Office Street Address	898 GREEN ROAD ATMORE, AL 36502
Registered Office Mailing Address	898 GREEN ROAD ATMORE, AL 36502
Nature of Business	CONTRACTOR/REAL ESTATE DEVELOPMENT
Capital Authorized	100
Capital Paid In	---
Directors	
Director Name	NOT PROVIDED
Director Street Address	Not Provided
Director Mailing Address	Not Provided
Incorporators	
Incorporator Name	ROLIN, STEPHANIE
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	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	10/29/2007
Miscellaneous Filing Entry	AMENDMENT FILED

Rolin Construction, Inc.	
Transaction Date	10/29/2007
Registered Agent Changed From	VILLALOBOS, STEPHANIE 898 GREEN ROAD ATMORE, AL 36502
Transaction Date	11/25/2009
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	04/26/2010
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	02/13/2012
Director/Manager/Organizer Activity	NOT PROVIDED
Transaction Date	02/13/2012
Principal Office Changed From	ATMORE, AL
Transaction Date	10/17/2013
Legal Name Changed From	S. Rolin, Inc.
Transaction Date	10/17/2013
Principal Mailing Address Changed From	NOT PROVIDED NOT PROVIDED, AL
Transaction Date	10/17/2013
Principal Office Changed From	NOT PROVIDED NOT PROVIDED, AL

Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/18/2005 Certificate of Formation 2 pgs.
Document Date / Type / Pages	10/29/2007 Registered Agent Change 2 pgs.
Document Date / Type / Pages	10/29/2007 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	11/25/2009 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	04/26/2010 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	02/17/2012 Articles of Amendment 3 pgs.
Document Date / Type / Pages	02/17/2012 Articles of Amendment 3 pgs.
Document Date / Type / Pages	10/18/2013 Articles of Amendment 4 pgs.
Document Date / Type / Pages	01/22/2014 Articles of Amendment 3 pgs.
Document Date / Type / Pages	10/22/2018 Articles of Amendment 3 pgs.

Browse Results New Search

Company ID Number: 483897

Approved by:

Employer Rolin Construction, Inc.	
Name (Please Type or Print) Stephanie Rolin	Title President
Signature Electronically Signed	Date 01/05/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/05/2012

E-Verify

Company ID Number: 483897

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Rolin Construction, Inc.
Company Facility Address	5060 Jack Springs Road Atmore, AL 36502
Company Alternate Address	5060 Jack Springs Road Atmore, AL 36502
County or Parish	ESCAMBIA
Employer Identification Number	202362798
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 483897

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: 483897

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

Name	Stephanie Rolin
Phone Number	(251) 368 - 0072
Fax Number	(251) 368 - 0073
Email Address	stephanie@srolininc.com

Name	Stephanie Rolin
Phone Number	(251) 368 - 0072
Fax Number	(251) 368 - 0073
Email Address	jessica@rolinbuilds.com

ROLICON-01 ABROWNLEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/9/2023

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

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

PRODUCER	CONTACT NAME: Allison G Brownlee
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3602 FAX (A/C, No): E-MAIL ADDRESS: abrownlee@turnerfirst.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Rolin Construction, Inc. 5060 Jack Springs Road Atmore, AL 36502	INSURER A : Middlesex Insurance Company	23434
	INSURER B : Ala Branch of AGC of Amer Inc SIF #0100R A-VI	055028
	INSURER C : Midwest Employers Casualty Co	23612
	INSURER D : Westchester Surplus Lines Ins	10172
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	A0171311004	7/3/2022	7/3/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYMENT PRAC	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $ 25,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	A0171311001	7/3/2022	7/3/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	A0171311005	7/3/2022	7/3/2023	EACH OCCURRENCE AGGREGATE General Agg	$ 5,000,000 $ $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	MP081-2023-AL	1/1/2023	1/1/2024	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	Worker's Compensatio			EWC009234	1/1/2023	1/1/2024	Limits Above	
D	Pollution Liability	X	X	G74435105001	2/27/2023	2/27/2024	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: Mobile Convention Center Soft Wash Project Number: CN-029-2
Project Location: 1 South Water Street, Mobile, Alabama 36602

City of Mobile is included as additional insured with respect to General Liability and Umbrella Liability where required by written contract. All policies except Workers Compensation shall be primay and non-contributory with any other insurance or which may be purchased by additional insured where required by written contract. A Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation where required by written contract. Thirty (30) Day Notice of Cancellation non-reneal or material change shall apply (except 10 days for non-payment) where required by written contract.

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
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

David J Dreska

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Addendum No. 1

To:	Pre-Bid Meeting Attendees
From:	Gregg Blaize, Director of Facility Maintenance City of Mobile, Architectural Engineering Department
Date:	February 2, 2023
Project:	Arthur R. Outlaw Convention Center – Soft Wash Project Number CN-029-23

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General:

Item 1. The Pre-Bid Meeting Agenda and Pre-Bid Meeting Attendance Roster, dated January 27, 2023, are attached and form part of Addendum No.1.

Item 2. There is no additional construction time associated with the Alternate.

Forms and Specifications:

Item 1. Additive Alternate #1 to Soft Wash Steps (identified on Page 3 of Attachment #1) located on southwestern exterior of Convention Center.

Item 2. Additive Alternate #2 to North Side of Convention Center (identified on Page 2 of Attachment #1).

Drawings: N/A

RFI's:

Item 1. Question: Will I be ok with a cashier's check from my Bank in Mississippi?

Answer: No. Bid Specifications read as follows:

A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

Item 2.

Question: Do I have 10 days once notified of contract award to provide all required insurance correct?

Answer: Yes. Bid Specifications read as follows:
Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following items along with the electronically signed Owner Contractor Agreement:

1. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 2).

2. Contract form example "Agreement Between Owner and Contractor For a Stipulated Sum" (sample attached as Exhibit 3).

3. *Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 4 with sample documents).*

4. Company's current City of Mobile Vendor Information Form and W-9 Tax Form (attached as Exhibit 5). Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System: https://www.cityofmobile.org/bids/vendor-

ATTACHMENTS

Pre-Bid meeting minutes
Pre-Bid attendance Roster
Modified Bid Form
Attachment #1 (4 pages)

END OF ADDENDUM No. 1

MOBILE CONVENTION CENTER-SOFT WASH
CN-029-23

PRE-BID CONFERENCE

10:00 am January 27, 2023
1 South Water 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.

2. Introductions - Owner Contacts, Architect & Consultants, AE Project Manager.

3. Pre-Bid requirements: In order to submit a bid, contractors shall be required to obtain a project manual to be on the bidder's list.

4. Discussion of Scope of Work.
   a. Soft washing of all vertical surfaces of building (excluding eastern side). Contractor shall determine the means necessary to achieve level of cleaning. The level of cleaning shall include removal of dust, spider webs, insect or bird nests, mildew, organic matter, pollutants, other deposits and stains from all surfaces. All exterior glazing to be cleaned and free of streaks of other visible deposits.
   b. There is a $1,000.00 Contingency Allowance. Allowances shall be utilized only after advance written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.
   c. Contractor shall field verify all measurements and existing conditions in order to determine means necessary to access each area included in the scope of work and means necessary to achieve the approved level of clean. The Contractor shall provide for Owner review and approval test areas in inconspicuous locations for each type of area to be washed, prior to beginning wash of entire scope of work. All adjacent surfaces, as well as surrounding landscaping and amenities, shall be protected from overspray, water infiltration, and damage. Additionally, Contractor shall not damage wall mounted security cameras, signs, lights, electrical and other devices, etc.. Do not aim spray at these items, downspouts, or at junction boxes, etc. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.
   d. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board.
   e. Contractor shall have access to the work site, as approved by the Owner, between 7:00 AM - 4:00 PM Monday through Friday. Additional access may be coordinated with the Owner representatives in advance. Debris shall be removed and disposed of daily. No temporary storage will be available at this location. Lock and secure tools and materials while working at the facility. Neither the City of Mobile or ASM Global are responsible for contractors' items. Obey all City and Facility regulations. Use of cleaning products, shall be as submitted to the Project Manager for approval, mixed to the proper consistency. Substitution of a pH

neutral equal cleaner may be submitted prior to the quote for consideration of approval for the cleaning of the surfaces included in the scope of work. All work shall be in accordance with the manufacturer's written instructions and recommendations.

f. Contractor shall arrange with Mobile Area Water and Sewer System (MAWSS) to procure and install a backflow preventer and meter to be attached to a fire hydrant. Contractor shall build these costs and the cost for the anticipated water use into their quotes. Hose lengths, nozzles, tools, equipment, and containment devices shall be the responsibility of the Contractor. Prior to washing the entire building, Contractor is to verify a min. 4' x 4' test area with Project Manager Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.
g. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily- basis. Maintain site in a clean and orderly condition.
h. Storm and Wastewater:
    i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
    ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
i. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Gregg Blaize at gregg.blaize@cityofmobile.org.
j. Cut off time for submission of RFIs is by 3:00 pm 5 days before the bid opening date. All requests are to be submitted via e-mail to Gregg Blaize.
k. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail. Only clarifications immortalized in Addendums are valid.
l. The City of Mobile will provide utility line locations within the work area of the park. Contractor shall still be responsible to contact line locators for verification.

5. Special Instructions or conditions.

a. Equal Opportunity:
    i. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
    ii. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
    iii. The Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted.
    iv. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

v. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

b. City of Mobile permits are required for the construction, but are available without cost to the Contractor. General Contractor, Plumbing Contractor, and Electrical Contractor shall have a current $10,000 Surety Bond on file with the City of Mobile Permitting Division prior to issuance of permits and throughout the contract duration.

6. Bidding instructions, forms, special requirements and time.
   a. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 8th day of February 2023.
      i. All bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.

      ii. Or, if sent by another carrier, addressed to the City Clerk, 9TH floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bidders are responsible for ensuring their bids arrive by the bid time and date.

   b. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.
   c. This is not a tax-exempt project. Bidders shall include sales and use taxer the bid amount.

7. Additional Requirements at time of Contract execution:
   a. A valid City of Mobile business license for the duration of the contract period
   b. 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)
   c. Performance Bond and Labor & Material Payment Bond are required.
   d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).

8. Payment requirements.
   a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
   b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published four times in a local newspaper of general circulation.
   c. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage.

9. Owner/City of Mobile contacts and phone numbers:
   Gregg Blaize: 251-490-2234 (AE Project Manager)

10. Adjourn

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Mandatory Pre-Bid	Arthur R. Outlaw Convention Center- Soft Wash	1 South Water Street - Exhibit Wall , Mobile Convetion Center	Friday, January 27, 2023

CN-029-23

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
Gregg Blaize	COM	251-208-1083	251-208-5871	251-490-5534	gregg.blaize@cityofmobile.org
Brandt Wilhelm	ASM Global				
Alfredo Alliz	Rolin Con./Creek Clean	251 776 6824		251-776-2044	alfredo@creekclean.com
Justin Sullivan	Just-N-Time Pressure Wash	251-554-7211		251-554-7211	justntime pressure wash@gmail.com
Rodney Strickler	DeepSouth Exterior Day South LLC	251-654-6299			Rodney W strickler @ gmail.com
Tem h. Watkins	TLA Investment	850-728-0837		251-769-8013	restoration hall Inc@ yahoo.com
Taylor Turner	Ketom Co. Inc	470-526-8508			TAYLORT@SPSATL.com
Richard Jones III	RL Jones Pressure Washing	251-593-8286			rljonespressurewashing@yahoo.com (r1)
Chad Niblett	Bienville Pressure Washing	251-656-7491			chad@bienvillepw.com
Roger Cook	COM - OSD	251-208-7652			roger.cook@cityofmobile.org
RaShawn Figures	Dortch Figures	251-591-7617			dortchfigures@gmail.com
Joe Brennan	" "	334-432-3011			Rss.figures@gmail.com
A. Frontero	Coast Pro Wash	228-327 3140			anthony@coastprowash.com

restorationhallinc @ TPAUL@3COPROPMAINTENANCE.COM

ARTHUR R. OUTLAW CONVENTION CENTER
SOFT WASH
CN-029-23

BID FORM:

Company Name: _____

Company Address: _____

Office Phone #: _____ Fax #: _____

City of Mobile Business License No.: _____

Alabama Secretary of State License No: _____

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated _____, and all Addendum(a) No(s)_____ dated _____, the undersigned does hereby propose to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Contractor shall deliver the work complete within thirty (30) calendar days from the written Notice to Proceed.

Quoters shall include sales and use taxes.

Quotes shall be provided in whole dollar amount with no cents.

Base Bid: $_____.00

Contingency Allowance +$ 1,000.00

Total Base Bid $_____.00

Total Base Quote Amount: _____
Amount in Words

_____ Dollars & No Cents $_____.00
Amount in #'s

Additive Alternate #1: Soft-wash Steps on west side of Convention Center.

_____ Dollars & No Cents $_____.00
Amount in Words Amount in #'s

Additive Alternate #2:Soft-wash North-Side of Convention Center.

_____ Dollars & No Cents $_____.00
Amount in Words Amount in #'s

Contingency Allowance: $1,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

Contact Phone #: _____ Cell #: _____

E-mail Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

City of Mobile "Subcontracting and Major Supplier Plan" shall be submitted with Quote.


Attachment #1
IN BASE BID SCOPE
Page 1 of 1


IN BASE BID SCOPE


IN BASE BID SCOPE
STEPS= BID ALTERNATE #1


Attachment #1
BID ALTERNATE #2
IN BASE BID SCOPE
Page 2 of 4

MOBILE
ALABAMA

ARCHITECTURAL ENGINEERING DEPARTMENT
INVITATION TO BID

You are invited to submit a sealed bid for the following City of Mobile Project:

Project Name:	Mobile Convention Center Soft Wash
Project Location:	1 South Water Street, Mobile, Alabama 36602
Project Number:	CN-029-23

BID DATE:

A. Sealed bids will be received and clocked in until **2:15 PM** local time, **Wednesday, the 8TH day of February, 2023**, in the Office of the City Clerk, Government Plaza, 9th Floor South Tower, 205 Government Street, Mobile, Alabama 36602.

B. All bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.

C. Bids will be publicly opened and read at **2:30 P.M.** in the Atrium Lobby of Government Plaza, 205 Government Street, Mobile, Alabama 36602.

SPECIFICATIONS AND DRAWINGS:

A. Specifications and Drawings are on file and may be examined at the following location:
   a. City of Mobile, 5th Floor Architectural Engineering Department, Government Plaza, 205 Government Street, Mobile Alabama 36602.
   b. https://www.cityofmobile.org/bids/

B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

C. Bidders receiving a minimum of one complete set of Bid Documents shall register with the Project Manager.

D. Addenda will be issued via e-mail to each bidder registered as having a complete set of Bid Documents and all Pre-Bid Conference attendees.

BID SUBMITTAL:

A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

B. Bid, with Bid Security, and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED BID FOR Mobile Convention Center – Soft Wash Project # CN-029-23".

C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.

D. All Bids of $50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.

E. In addition, in large letters on both front and back of envelope, write the following: DO NOT OPEN UNTIL TWO-THIRTY PM, FEBRUARY 8., 2023.

F. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.

G. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

H. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids.

I. The City of Mobile will have sixty (60) days from the bid opening date to award the contract.

BID SURETY: Required on Bids $10,000.00 or more

A. A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. The Bid Security of the three lowest bidding Contractors shall be retained by the Owner until a contract is executed for the project.

SURETY QUALIFICATIONS:

A. A Surety authorized to do business in the State of Alabama must issue Bonds

B. If the Base Bid is $50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

PRE-BID MEETING:

A. A mandatory pre-bid conference shall be held, **Friday, January 27, 2023**, beginning **at 10:00 A.M. local time** at the Convention Center Marquee, 1 South Water Street, Mobile, AL, 36602. A representative of the bidder must be in attendance throughout the meeting and sign-in in order to submit a bid for this project. Visit the site prior to submitting a Bid and include all costs associated with the project in their Bids.

B. Minutes of this Conference will be made as an Addendum for the Project.

IRREGULARITIES AND REJECTION:

A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

NON- RESIDENT CONTRACTORS:

A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.

B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

EQUAL OPPORTUNITY:

A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.

B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall

document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

ADDITIONAL BIDDING PROCEDURES:

A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein.

STATE OF ALABAMA IMMIGRATION ACT:

The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and

B. That it will attach to the contract the company's documentation of enrollment in E-Verify.

C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITES:

A. By signing this contract, 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.

SUMMARY OF WORK:

Soft washing of all vertical surfaces of building (excluding eastern side). Contractor shall determine the means necessary to achieve level of cleaning. The level of cleaning shall include removal of dust, spider webs, insect or bird nests, mildew, organic matter, pollutants, other deposits and stains from all surfaces. All exterior glazing to be cleaned and free of streaks of other visible deposits.

Contractor shall field verify all measurements and existing conditions in order to determine means necessary to access each area included in the scope of work and means necessary to achieve the approved level of clean. The Contractor shall provide for Owner review and approval test areas in inconspicuous locations for each type of area to be washed, prior to beginning wash of entire scope of

work. All adjacent surfaces, as well as surrounding landscaping and amenities, shall be protected from overspray, water infiltration, and damage. Additionally, Contractor shall not damage wall mounted security cameras, signs, lights, electrical and other devices, etc.. Do not aim spray at these items, downspouts, or at junction boxes, etc.

It is the Contractor's responsibility to provide proper heat requirements and water psi pressure. Any damage done to building will be the responsibility of the Contractor to repair at the Contractor's expense.

Use of cleaning products, shall be as submitted to the Project Manager for approval, mixed to the proper consistency. Substitution of a pH neutral equal cleaner may be submitted prior to the quote for consideration of approval for the cleaning of the surfaces included in the scope of work. All work shall be in accordance with the manufacturer's written instructions and recommendations.

Contractor shall work from bottom, starting at the walls directly above finished grade, to top, avoiding re-deposit of soiling and staining. Should run-off occur, Contractor shall re-clean affected areas. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All wastewater with oils, grease, etc. shall be properly contained and disposed of. Wastewater cannot be directed into the storm drains.

Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharge. Contractor will obtain approval of "Best Management Practices" from the City of Mobile's Environmental Services Department before work may commence. Obtain any necessary permits that may be required due to discharges. Power will be provided by Owner, as required.

Contractor shall arrange with Mobile Area Water and Sewer System (MAWSS) to procure and install a backflow preventer and meter to be attached to a fire hydrant. Contractor shall build these costs and the cost for the anticipated water use into their quotes. Hose lengths, nozzles, tools, equipment, and containment devices shall be the responsibility of the Contractor. Prior to washing the entire building, Contractor is to verify a min. 4' x 4' test area with Project Manager.

Contractor shall have access to the work site, as approved by the Owner, between 7:00 AM - 4:00 PM Monday through Friday. Additional access may be coordinated with the Owner representatives in advance. Debris shall be removed and disposed of daily. No temporary storage will be available at this location. Lock and secure tools and materials while working at the facility. Neither the City of Mobile or ASM Global are responsible for contractors' items. Obey all City and Facility regulations.

Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition.

EXAMINATION OF DOCUMENTS:

Before submitting a Quote, Contractors shall carefully examine bid documents, visit the site (including attendance at the Pre-Bid meeting), fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Invitation to Bid. The submission of a Bid will be considered as conclusive evidence that the Contractor has made such examination.

All **Requests for Information (RFI's)** and requests for substitutions shall be submitted in writing to the Project Manager no later than 3:00 PM, Five (5) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the contractor on the Bid form. Failure to acknowledge Addenda may result in disqualification of the Bid.

THIS IS NOT A TAX-EXEMPT PROJECT. Quoters shall include sales and use taxes in their quote amount.

In order to coordinate the Contractor's work schedule with the Owner, within five (5) calendar days of the bid opening, the Apparent Low Bidder shall meet with the Owner to discuss scope and Owner scheduling and priorities. The Apparent Low Bidder shall then provide a proposed schedule within five (5) calendar days of the initial meeting for Owner review and approval.

The Contractor shall deliver the work complete within **thirty (30) calendar days** from the date of the written Notice of Proceed.

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. /$2,000,000 Aggregate on a "Per Project" Basis.

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

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

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

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

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

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

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

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

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.

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.

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.

A City of Mobile Business License is required and must be current at contract execution and throughout duration of contract.

City of Mobile Building Permits are required for this project, and all required progress and final inspections must be scheduled by the contractor.

Closure of permits is a condition of final payment. There is no cost for City of Mobile permits.

Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following items along with the electronically signed Owner Contractor Agreement:

1. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 2).

2. Contract form example "Agreement Between Owner and Contractor For A Stipulated Sum" (sample attached as Exhibit 3).

3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 4 with sample documents).

4. Company's current City of Mobile Vendor Information Form and W-9 Tax Form (attached as Exhibit 5). Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System: https://www.cityofmobile.org/bids/vendor-

CONTINGENCY ALLOWANCE:
Include in the Contract the stipulated amount for use upon Owner's instruction. The Contingency Allowance total will be One Thousand Dollars and 00/100 ($1,000.00).

CHANGE ORDER PROCEDURES:

A. All contract changes involving a change in scope, payment and/or time shall be made by change order.

B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

For **Payment(s)**, each month until project completion, submit two (2) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703. (Electronic forms will be provided by City of Mobile Architectural Engineering Department upon request of the Contractor). Each Pay Application shall be based on the most recent schedule of values submitted by the Contractor. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work, and shall form the basis for review and approval of the Contractor's Application for Payment. The amount of progress payments may be reduced by 1.) amounts previously paid by Owner, 2.) uncorrected Work, 3.) non-payment of sub-contractor, 4.) defects discovered since last pay application, 5.) retainage. Prior to Substantial Completion of the Work, the Owner will hold **Retainage** from the payment otherwise due as follows: Five percent (5%) of the first fifty (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 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.

At **Substantial Completion** of the project, the Contractor shall publish a "Notice of Final Completion" of the contract in a locally published newspaper of general circulation, in accordance with Code of Alabama, Title 39, Section 39-1-1. For final Contract Sums less than fifty thousand dollars ($50,000.00), the Contractor shall also provide an electronic or hard copy of the Notice verbiage, on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager.

The "Notice of Final Completion" shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for Arthur R. Outlaw Convention Center- Soft Wash, CN-029-23, in 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, AL 36633-1827.

Liquidated Damages: A time charge equal to two hundred fifty dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or required closeout documents 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 the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

Close Out Documents: They shall also include original executed copies of the following AIA Documents (Exhibit 6):

1. Contractor's Affidavit of Payment of Debts and Claims - G706
2. Contractor's Affidavit of Release of Liens - G706A
3. Consent of Surety to final Payment - G707 (if bonds are required)

Contact the Project Manager, Gregg Blaize, at the City of Mobile, Architectural Engineering Department, 251-490-5534 or e-mail gregg.blaize@cityofmobile.org for further clarification regarding this Bid.

ARTHUR R. OUTLAW CONVENTION CENTER
SOFT WASH
CN-029-23

BID FORM:

Company Name: _____

Company Address: _____

Office Phone #: _____ Fax #: _____

City of Mobile Business License No.: _____

Alabama Secretary of State License No: _____

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated _____, and all Addendum(a) No(s)_____ dated _____, the undersigned does hereby propose to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Contractor shall deliver the work complete within thirty (30) calendar days from the written Notice to Proceed.

Quoters shall include sales and use taxes.

Quotes shall be provided in whole dollar amount with no cents.

Base Quote Amount: _____
Amount in Words

_____ Dollars & No Cents $_____ .00
Amount in #'s

Contingency Allowance: One Thousand Dollars & No Cents $1,000.00

Total Base Quote Amount: _____
Amount in Words

_____ Dollars & No Cents $_____ .00
Amount in #'s

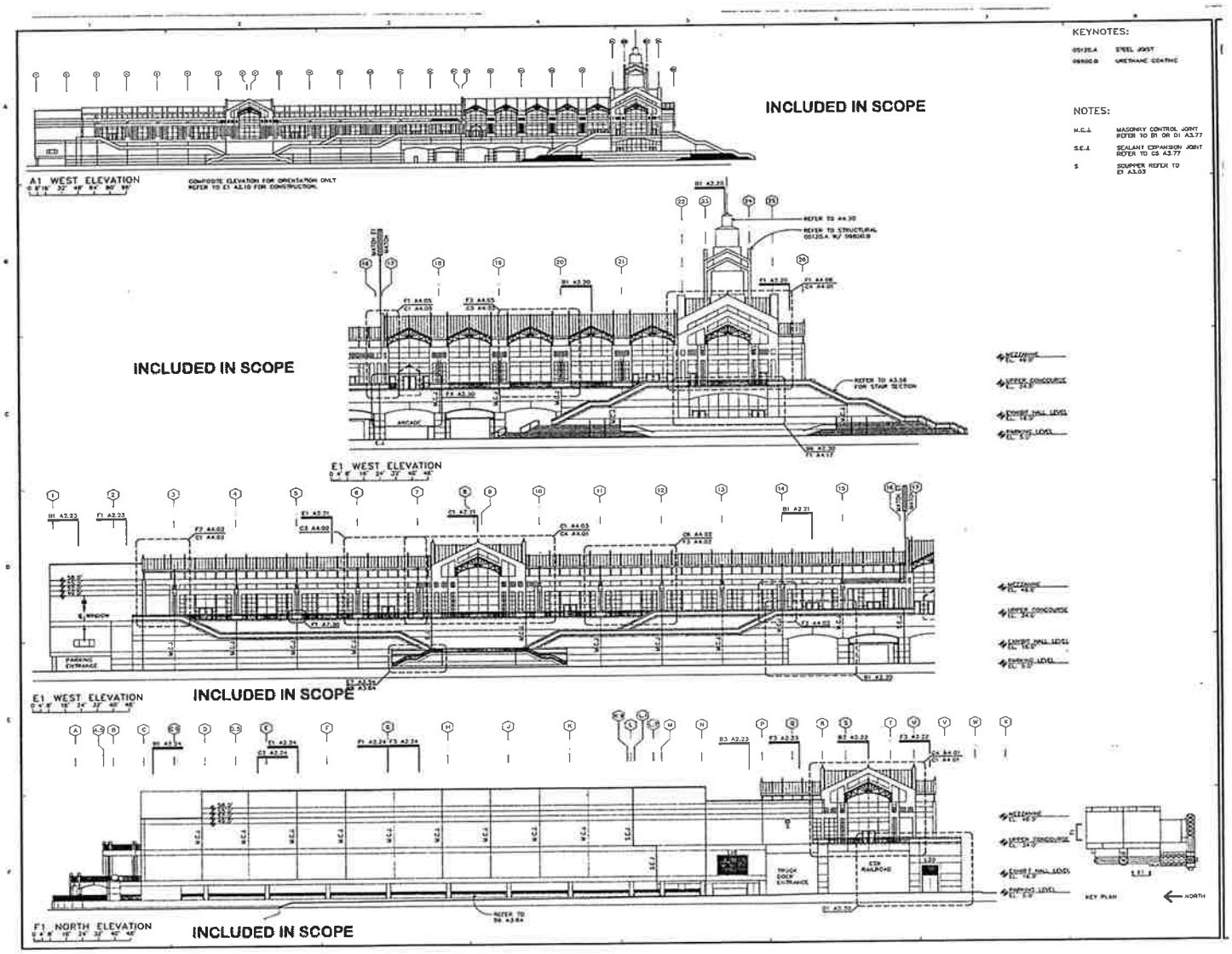
Contact Phone #: _____ Cell #: _____

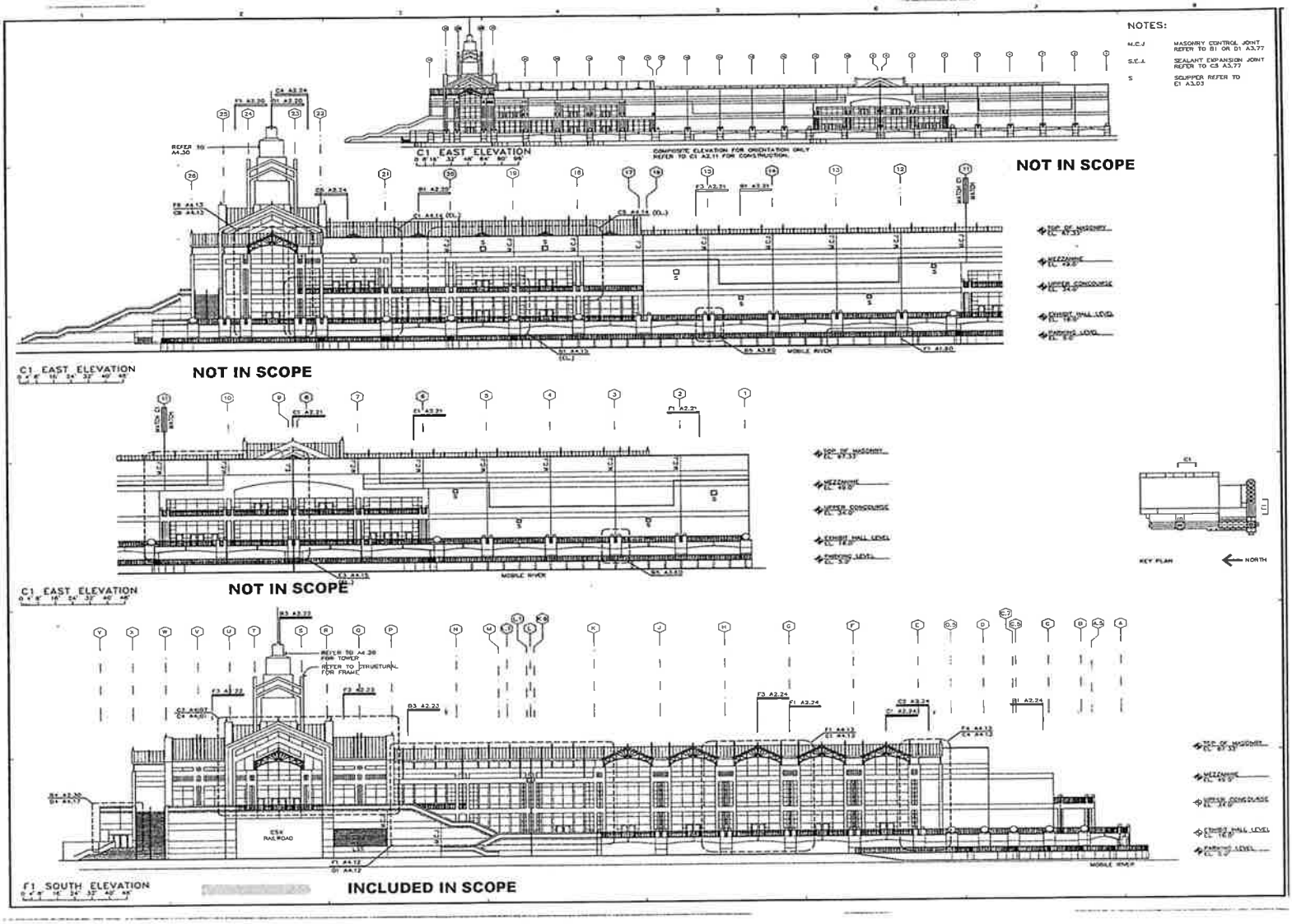
E-mail Address: _____

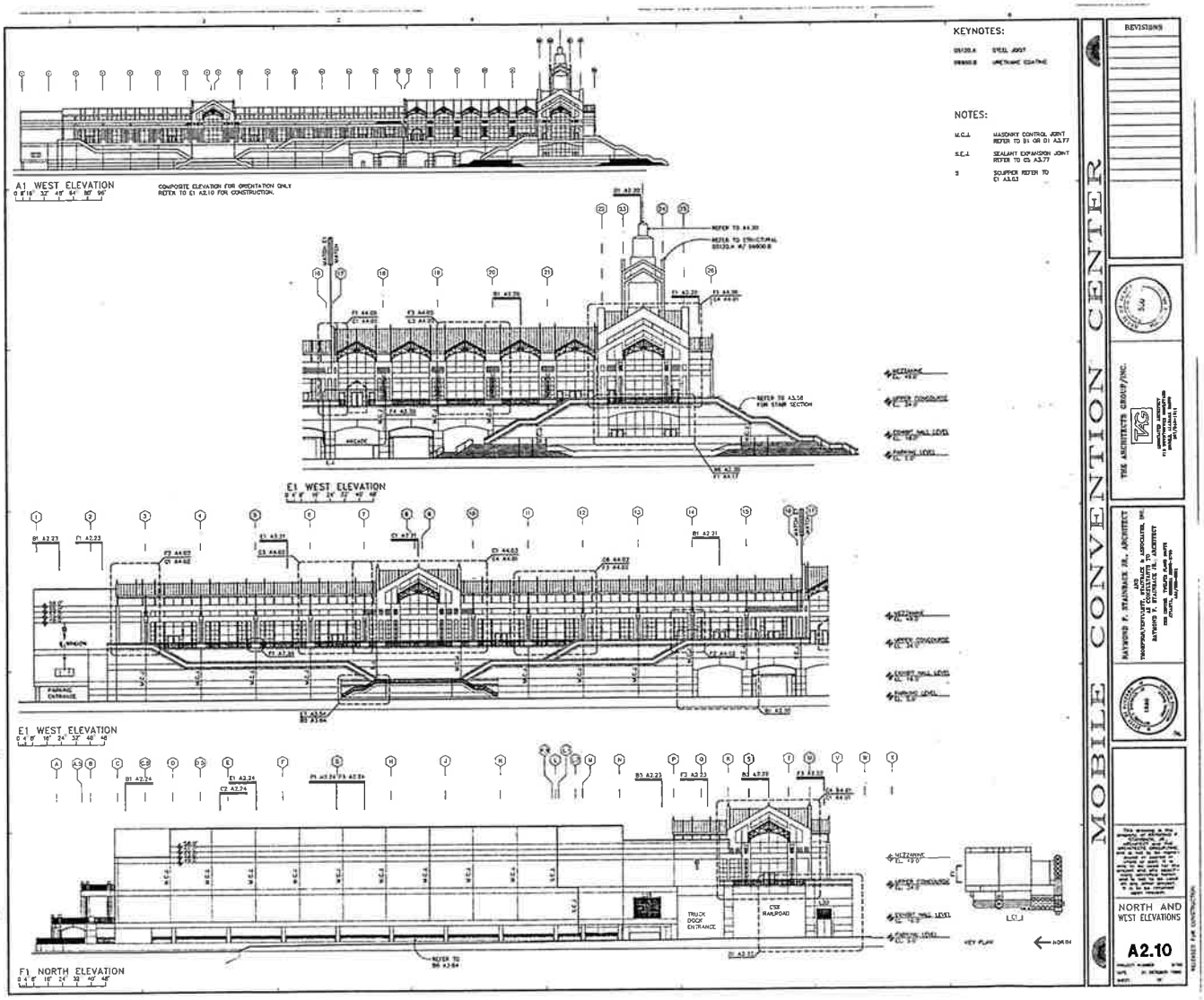
Signature: _____ Date: _____

Printed Name: _____ Title: _____

City of Mobile "Subcontracting and Major Supplier Plan" shall be submitted with Quote


KEYNOTES:
NOTES:
INCLUDED IN SCOPE
A1 WEST ELEVATION
INCLUDED IN SCOPE
E1 WEST ELEVATION
INCLUDED IN SCOPE
E1 WEST ELEVATION
INCLUDED IN SCOPE
F1 NORTH ELEVATION
INCLUDED IN SCOPE
KEY PLAN
NORTH


NOTES:
M.C.J MASONRY CONTROL JOINT REFER TO B1 OR D1 A3.77
S.E.J. SEALANT EXPANSION JOINT REFER TO C3 A3.77
S SCUPPER REFER TO E1 A3.03
C1 EAST ELEVATION
NOT IN SCOPE
C1 EAST ELEVATION
NOT IN SCOPE
C1 EAST ELEVATION
NOT IN SCOPE
KEY PLAN
NORTH
F1 SOUTH ELEVATION
INCLUDED IN SCOPE


KEYNOTES:
NOTES:
A1 WEST ELEVATION
E1 WEST ELEVATION
E1 WEST ELEVATION
F1 NORTH ELEVATION
MOBILE CONVENTION CENTER
REVISIONS
THE ARCHITECTS GROUP/INC.
NORTH AND WEST ELEVATIONS
A2.10

DRAFT

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)

« »«
« »
« »

«City of Mobile Business License Number: »
«Secretary of State Registration Number: »

for the following Project:
(Name, location and detailed description)

«

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-1827
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.

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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User Notes:
(1949587802)

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.

§ 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 «t» (») calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » ($ »), subject to additions and deductions as provided in the Contract Documents.

Base Bid
Contingency Allowance:
Total Contract Sum:

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

	$

Contingency Allowance: Ten Thousand and 00/100 Dollars ($10,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
		$
		$

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

«A time charge equal to One Thousand and 00/100 Dollars ($1,000.00) 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. »

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.

« »

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§ 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.)

«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 »

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§ 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 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

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In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (Tindle Construction LLC) has completed the contract for (City of Mobile Saenger Theater- Lineset Repairs, 6 South Joachim 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. »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

«N/A »

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« X »] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

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..

7.1.1 **TERMINATION OF CONTRACT**

The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed (fill in address). 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.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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User Notes:

«Director, Architectural Engineering Department »
«P. O. Box 1827 »
«Mobile, Alabama 36633-1827 »

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

«Donald W. Tindle, Owner »
«Tindle Construction LLC »
«210 Saraland Boulevard South »Saraland, Alabama 36571**§ 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, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

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.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the 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: $2,000,000 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 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor

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material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6 Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
«Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required

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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 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.

.3 Drawings

Number	Title	Date

.4 Specifications

Section	Title	Date

.5 Addenda, if any:

Number	Date

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.)

§ 9.2
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

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§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

«
»

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

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

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

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

9.2.8 **Breach of Contract**. The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT, **or fails to** adequately perform the services required hereunder within the

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time limits specified herein, shall be a material breach of this CONTRACT. 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. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT, the CITY may:

a. afford the CONTRACTOR written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
b. discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
c. offset those monies disallowed pursuant to the above, against any monies billed by the CONTRACTOR but yet unpaid by the CITY.

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

City of Mobile

Legal Name of Party to Contract:
Contractor:

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Printed name and title)

(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 _____ as _____ of _____ 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 _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

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Subcontracting & Major Supplier Plan

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	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male_____ Female_____Minority_____Non-minority_____SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature:_____Date: _____

Title: _____

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 email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____Your Bid/Proposal Amount $_____ Date:

_____/_____/_____Description_____

Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 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. _____

_____

_____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$
5. RETAINAGE:		
a. _____% of Completed Work (Column D + E on G703)	$	
b. _____% of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT: *(Name and address)*

PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATE:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

TO OWNER: *(Name and address)*

TO CONTRACTOR: *(Name and address)*

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

ARCHITECT	BY	DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ _____

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (*time*) on (*date*).

OWNER	BY	DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: *(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐ ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐ OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied 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 Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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User Notes: (1147552344)

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
		CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

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User Notes: (1299870031)

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:
Scott Kearney, Chief Technology Officer

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Howard and Horne will perform an advanced external network vulnerability assessment of the City's computer network including network infrastructure at the Mobile Alabama Cruise Terminal.

Amount of Contract:
40000

Effective Date of Contract:
3/28/2023

Funding Source

Project # Port Security Grant - G-PDPORT20 **Discretionary Funds**

Project String G-PDPORT20 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Agreement	Backup Material	3/15/2023
Certificate of Insurance	Backup Material	3/15/2023
Resolution Draft	Resolution Letter	3/15/2023
Cover Letter	Cover Memo	3/15/2023

REVIEWERS:

Department Reviewer	Action	Date

MIT	Kearney, Scott	Approved	3/16/2023 - 11:10 AM
Accounting	Daniels, Bettye	Approved	3/16/2023 - 12:41 PM
Legal	Kern, Chris	Approved	3/16/2023 - 1:47 PM
Legal	Kern, Chris	Approved	3/16/2023 - 1:47 PM
Mayors Office	Montgomery, Brandi	Approved	3/16/2023 - 2:10 PM

661 Sunnybrook Road
Suite 100
Ridgeland, MS 39157

601.326.1000
888.821.0202

HORNE.COM

March 13, 2023

Kevin Edmonds
Cyber Security Engineer
Howard Technology Solutions
36 Howard Drive
Ellisville, MS 39437

Dear Kevin:

This letter and the attached Terms and Conditions Addendum is to confirm our understanding of the arrangements for, and the nature and limitations of, the Cybersecurity services (the "Services") we are to perform for Howard Technology Solutions on behalf of The City of Mobile, Alabama (the "Client"). We ask that you either confirm or amend this understanding.

Scope, Services, and Approach

HORNE LLP ("HORNE") will provide the Services as described herein, including:

- External Advanced Penetration Testing
- Internal Advanced Penetration Testing
- Network Vulnerability Scanning (up to 400 devices)
- Social Engineering (up to 1000 users)
- Wireless Testing
- Password Strength Assessment
- Simulated Phishing Attack on Endpoint

External Advanced Penetration Testing

HORNE will perform an advanced external network penetration test (the "External Pen Test") of the System to identify and exploit network and host based security vulnerabilities within the Company's externally accessible networked infrastructures. The External Pen Test consists of the following phases:

Scoping – This phase involves meetings in which network diagrams, IP address lists and acceptable in-scope targets are determined with the Company, and a line of communication for emergency purposes is established.

Open-Source Intelligence ("OSINT") – This phase consists of examining the public profile of the Company's organization through publicly available information. Our team will conduct analyses and data searches of publicly available information to identify potential data breaches that have already occurred.

Attack Surface Enumeration – Cyber operations specialists will identify the hosts and services accessible on the external attack surface of the network using proprietary tools developed at HORNE to document, coordinate, and collaborate.

Vulnerability Identification, Analysis, and Exploitation – Potential vulnerabilities will be identified in your network and investigated to determine if they represent an avenue of compromise.

Post-Exploitation Threat Emulation – After compromising the target hosts, our team will attempt to leverage that access to access and simulate exfiltration of sensitive data and gain access to additional systems.

Internal Advanced Penetration Testing

A detailed penetration test on the internal attack surface of the network will be performed with the purpose of determining vulnerabilities present in the internal network and assess the impact of exploitation of identifies vulnerabilities. The same procedure as the advanced external penetration test will be carried out, starting from a compromised point-of-view. Our internal advanced penetration testing will include all active nodes on the Company's corporate network as well as the business networks.

Network Vulnerability Scanning

HORNE will provide an external & internal scan-based test, identifying publicly known vulnerabilities and patching routine effectiveness.

Social Engineering

HORNE will conduct comprehensive influence and deception exercises, known as social engineering, to determine human-based vulnerabilities within the Company.

Wireless Testing

HORNE Cyber will conduct a security assessment of the Company's wireless network infrastructure to determine its overall resilience against wireless attacks. During this assessment, wireless networking at select locations will be assessed to determine if they could be usefully exploited by a threat actor. This assessment will consist of the identification of potential ranges at which Company's wireless networks can be accessed, as well as an analysis of implemented security measures related to the wireless network infrastructure. Our cyber operations specialists will, at a minimum, work to identify weak passwords, usage of weak or insecure encryption algorithms, and insecure or weak configurations. If a wireless network is found to be accessible, our cyber operations specialists will leverage that access to determine the impact of that access on the Company.

Password Strength Assessment

HORNE will conduct an Active Directory Password Assessment to determine the resilience of current passwords against prevalent password attacks including cracking, brute forcing, and spraying. During this assessment the HORNE team, with the help of IT staff, obtain the NTDS.dit file on a chosen domain controller to be analyzed. This analysis will include, at a minimum, identification of password reuse and cracking of passwords using publicly leaked databases.

Access

The Company hereby consents to allow HORNE and its authorized employees and agents full and unrestricted access to the Systems beginning on or about April 2023 and to be completed no later than May 31, 2023. The Company further consents that HORNE employees may attempt to penetrate the Systems including IP addresses of the Company in conjunction with performing the Cybersecurity Services described herein and for preparing our final report. The Company understands that HORNE may gain or access customer data on the Company's network in conjunction with performing the Services described herein.

Engagement Assumptions and Client Responsibilities

The Company has full responsibility for the implementation of any recommended changes to applications or devices, managed by the Company or associated service providers, resulting from engagement.

Access to the systems, applications, and the Company contacts must be provided by the Company during designated time frames, which will be established during the engagement kickoff meeting. The failure to provide this timely access could delay completion of the engagement.

The Company will notify HORNE of any exclusion of any specific applications, devices, services, or functionality that should not be tested, during (or prior to) the kickoff meeting. The Company will provide any access to the device(s) to be tested that may be required by HORNE.

HORNE will utilize its own laptops with disk or volume encryption employed for any Company data stored during the engagement.

The Services will be performed remotely by HORNE, unless otherwise agreed.

To the extent our services or deliverables include the design or implementation of hardware or software systems, the Company agrees to be responsible for making all management decisions including, but not limited to decisions concerning systems to be evaluated and selected, the design of those systems, controls, security and system procedures to be implemented, the scope and timetable of the implementation, testing, training and conversion plan.

To accomplish the internal advanced penetration testing portion of this engagement in a secure manner and to minimize the need for travel, HORNE will deploy a proprietary hardware device to be installed on the Company's internal network surface. This secure device represents a compromised node on the Company's network and allows our cyber operations specialists to conduct testing remotely over a secure VPN tunnel.

HORNE is required to trace vulnerabilities in the Company's resources, penetrate through them, and attempt to access various resources available. This requires that HORNE assess Company desktops, laptops, servers, network elements, and other computer systems owned by the Company to discover vulnerabilities present on these systems and recommend measures to secure them. In the above-mentioned process of performing the Cybersecurity Services, HORNE will not be liable for any damage caused to the Company's electronic assets unless due to gross negligence or willful misconduct by HORNE employees.

In connection with the performance of these services, Client agrees to make all management decisions and perform all management functions; designate an individual who possesses suitable skills, knowledge, and/or experience, preferably within senior management, to oversee such services; evaluate the adequacy and results of the services performed; accept responsibility for the results of the services; and establish and maintain internal controls, including monitoring ongoing activities. We will not perform any management functions, make management decisions, or otherwise perform in a capacity equivalent to that of an employee or officer of Client.

Engagement Fees

Our fees for the services described above are based upon the value of the services to be performed plus direct out-of-pocket expenses. The fees for this project will not exceed $40,000. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Our fees and completion of our work are based on the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely completion and delivery of client assistance requests
3. Access to key people and timely responses to our inquiries
4. Client will make management decisions with respect to this engagement on a timely basis
5. Penetration testing is based on the current scope of up to nodes/IPs to be tested.

If any of the aforementioned criteria are not met, then fees may increase.

Confidentiality

With respect to any information supplied or gained by testing access in connection with this engagement letter or designated by either party as confidential or which HORNE should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, HORNE agrees to protect the confidential information in a reasonable and appropriate manner and use and reproduce the confidential information only as necessary to perform its obligations under this engagement letter and for no other purpose. The obligations in this section will not apply to information which is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; (v) disclosed pursuant to legal requirement or order. Subject to the foregoing, HORNE may disclose the confidential information on a need-to-know basis to the recipient's contractors, agents and affiliates who agree to maintain its confidential nature.

If any term or provision of this engagement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

This letter and the attached Terms and Conditions Addendum constitutes the complete and exclusive statement of the agreement between HORNE and the Company, superseding all proposals oral or written and all other communications, with respect to the terms of this engagement between the

parties. To the extent the parties have entered into other written agreements for HORNE to provide other professional services, the terms of those engagements remain unchanged.

If this letter defines the arrangements, as you understand them, please sign and date the enclosed copy and return it to us.

We appreciate the opportunity to serve you.

Sincerely,

Brad Pierce
Director of Security Operations, Firm FIRST
HORNE LLP

Acknowledged and Accepted:

Howard Technology Solutions

By: Kevin Edmonds

Title: Cyber Security Engineer

Date: 03/14/2023

Kevin Edmonds

Acknowledged and Accepted:

The City of Mobile, Alabama

By: _____

Title: _____

Date: _____

Terms and Conditions Addendum

Overview

This addendum to the engagement letter describes our standard terms and conditions ("Terms and Conditions") related to our provision of services to you. This addendum, and the accompanying engagement letter, comprise your agreement with us ("Agreement"). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to "firm," "we," "us," or "our" is a reference to HORNE LLP ("HORNE"), and any reference to "you," or "your" is a reference to the party or parties that have engaged us to provide services. References to "Agreement" mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

Billing and Payment Terms

We will bill you for our professional fees and out-of-pocket expenses on a regular basis. Payment is due upon receipt of the invoice. You have 60 days from the invoice date to review the invoice and to communicate to us in writing any disagreement with the charges, after which you waive the right to contest the invoice. We reserve the right to charge interest on any invoice that is not paid within 30 days of the invoice date.

All outstanding invoices must be paid prior to the release of the deliverable(s) specified in the Agreement.

We reserve the right to suspend or terminate our work for non-payment of fees. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent payment, we shall not be liable for any damages you may incur as a result of the work stoppage.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

In addition, we may utilize financial and other information you have provided to us for purposes of creating benchmarking data to be used by HORNE professionals and other clients. This benchmarking data is aggregated with data from other entities so that users of the data are unable to associate the data with any single entity in the database.

Third-Party Service Providers or Subcontractors

In the interest of enhancing our availability to meet your professional service needs while maintaining service quality and timeliness, we may use a third-party service provider to assist us. This may include provision of your confidential information to the third-party service provider. We require our third-party service providers to have established procedures and controls designed to protect client confidentiality and maintain data security. By accepting the terms and conditions of our engagement, you are providing your consent and authorization to disclose your confidential information to a third-party service provider, if such disclosure is necessary to deliver professional services or provide support services to our firm.

Independent Contractor

When providing services to your company, we will be functioning as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this agreement are solely obligations of HORNE, and no partner, employee or agent of HORNE shall be subjected to any personal liability whatsoever to you or any person or entity.

Records Management

Record Retention and Ownership

We will return any original records and documents you provide to us by the conclusion of the engagement. Our copies of your records and documents are for our documentation purposes only and are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, tax returns and other deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 30 days. Professional standards restrict us from being the sole repository of your original data, records, or information.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

Working Paper Access Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, the sale of your organization, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable.

Response to Summons, Subpoenas or Other Requests

You may, within the time permitted for our firm to respond to any summons, subpoena, or other request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature is intended to authenticate a written signature, shall be valid, and shall have the same force and effect as a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

Mediation

If a dispute arises out of or relates to the Agreement including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation proceeding shall be held in or near the city in which the contracting HORNE office is located.

The mediation will be treated as a settlement discussion and, therefore, all conversations during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs for legal representation shall be borne by the hiring party.

Limitations of Liability

Indemnification
We will indemnify, defend, and hold harmless Client 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 action or threatened actions) arising from or in connection with our 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.

General Provisions

Governing Law.

The laws of the State of Alabama, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply. The parties agree with and submit to the state or federal courts located in Mobile County, Alabama as the exclusive venue and jurisdiction for any and all disputes arising from or relating to this Agreement. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction by these courts.

Anti-Boycott

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

Anti-Discrimination

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

Insurance

For the term of this Agreement, HORNE shall acquire and maintain in full force and effect General Liability, Worker's Compensation, Automobile Liability, and comprehensive insurance, each of which will have a minimum coverage of $1,000,000 per Occurrence and $2,000,000 Annual Aggregate coverage, issued by a company, which such insurance shall name the City of Mobile as an additional insured, provide primary coverage, without contribution, waiver of subrogation, and shall attach certificates of insurance to this contract, as proof thereof. HORNE shall also acquire and maintain in full force and effect Professional or Errors and Omissions Liability insurance which will have a minimum coverage of $1,000,000 per Claim and $2,000,000 Annual Aggregate coverage, certificate of insurance is attached to this contract as proof thereof. Client acknowledges and agrees that it has no direct insurable rights under our Professional or Errors and Omissions Liability insurance and therefore Client is not an additional insured under such policy. HORNE hereby waives all rights of subrogation against the City of Mobile for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

Compliance with Alabama Immigration Law

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

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Non Solicitation

During the term of this Agreement and for a period of one (1) year following its expiration or termination, neither party will actively solicit, employ or otherwise engage any of the other party's employees, including former employees, who were involved in providing or receiving services under the Agreement. In the event that either party breaches this provision, the breaching party agrees to pay to the aggrieved party within thirty (30) days after demand, an amount equal to 25 percent of the employee's gross compensation for the preceding 12-month period or, if employed less than 12 months, for the entire period of employment. For avoidance of doubt, the foregoing does not prohibit either party from employing individuals who (i) were not involved in performing services hereunder and (ii) who apply for positions in response to public postings, employment advertisements or other general solicitations of employment not targeted at such individuals, whether such applications are during or after the term of this Agreement.

Additional Services

You agree that fees for any services that may be required to defend HORNE's report in any administrative hearing or litigation, including conferences, depositions, court appearances and testimonies if required, are not included in HORNE's engagement fee and will be deemed to be part of a separate engagement and will be governed by the terms of a subsequent engagement letter.

Statute of Limitations

You agree that any claim arising out of this Agreement shall be commenced within two years of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against HORNE.

Termination and Withdrawal

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines.

If this Agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Entire Agreement

This Agreement and any other attachments encompass the entire agreement of the parties regarding the services subject to this Agreement and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

Revised 2-10-2021

HOWAR-2 OP ID: LJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/09/2023

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

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

PRODUCER Howard Risk Advisors, LLC 4906 Ambassador Caffery Pkwy Bldg B Lafayette, LA 70508 Judi Louviere 337-704-0616	CONTACT NAME: Marie Angelle PHONE (A/C, No, Ext): 337-704-0616 FAX (A/C, No): 337-704-0417 E-MAIL ADDRESS: mangelle@howardrisk.com
INSURED Howard Technology Solutions a division of Howard Industries, Inc. P.O. Box 1588 Laurel, MS 39441	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Harleysville Ins\Aspen Special — 10674 INSURER B : Great American Assurance Co. — 26344 INSURER C : Westchester\Axis\Colony Ins. — 10172 INSURER D : Great American Alliance Ins Co — 26832 INSURER E : AIG Specialty Ins. Co./Markel — 26883 INSURER F : Colony Insurance Company — 39993

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 Products Liab X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	SEE NOTEPAD	08/30/2022	08/30/2023	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 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY DEDUCTIBLE $1K/$1K	Y	Y	CAP4055262-01	07/31/2022	07/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 3,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	VARIOUS (SEE NOTEPAD)	08/30/2022	08/30/2023	EACH OCCURRENCE AGGREGATE $	$ 30,000,000 $ 30,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WCE744721-01	07/31/2022	07/31/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Cyber/Tech E&O			014719352/MKLV4XEO000047	07/31/2022	07/31/2023	Each Occ	4,000,000

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

GL, Auto & Umbrella policies incld Blkt Add'l Insd & WOS. GL policy incld Add'l Insrd Vendors Coverage & Primary Ins Endt. WC incld Blkt WOS. Policies incld 30 DNOC. All where required by written contract.(SEE ATTACHED NOTEPAD)

CERTIFICATE HOLDER

CITYO67

City of Mobile
ATTN: Scott Kearney (CTO)
651 Church Street
Mobile, AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judi G. Louviere

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$2,000,000 Per Occurrence/$4,000,000 Aggregate GENERAL LIAB BREAKDOWN:

Co. A - $1M Per Occ/$2M Aggregate - Policy No. EMR-00000022-00
Co. F - $1M Per Occ/$2M Aggregate EXCESS of $1M/$2M -Policy No. EXO4281422

$30,000,000 EXCESS BREAKDOWN (Excess of General Liability, Excess General Liability, Auto Liability, Employer's Liability and follows form:

$5M EXCESS - Policy Term 8/30/22-23
Carrier: Westchester Surplus; Policy No. G72536332002

$5M xs $5M EXCESS - Policy Term 8/30/22-23
Carrier: Axis Surplus Ins. Corp.; Policy No. EAZ663193/01/2022

$5M xs $10M EXCESS - Policy Term 8/30/22-23
Carrier: Colony Ins. Co.; Policy No. EXO4281423

$15M xs $15M EXCESS - Policy Term 8/30/22-23
Carrier: Westchester Surplus; Policy No. G71815389003

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Howard Technology Solutions in the amount not to exceed $40,000 for cybersecurity services, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

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

Adopted:

_____

City Clerk

March 15, 2023

Re: Cybersecurity Services from Howard Technology Solutions

I am requesting approval of an agreement with Howard Technology Solutions for cybersecurity services involving a vulnerability assessment of the City's computer network including network infrastructure at the Mobile Alabama Cruise Terminal. The services will begin in April 2023 and end by June 2023. The project is fully funded by the FY2020 Port Security Grant and will not exceed $40,000.

An RFP was released on 11/16/2022 to seven vendors and was not publicly advertised. Two proposals were submitted, and a selection committee was created consisting of the seven staff members on the City of Mobile MIT Department's Security Team. Based on the scoring criteria defined in the RFP, Howard Technology Solutions had the highest score and was selected.

Scott Kearney

Chief Technology Officer

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/16/2023 - 2:48 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Lee Anthony Clarke for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

41-266 **2023**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed 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: MAR - 7 2023

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Lee Anthony Clarke to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on March 21, 2023, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned. Lee. Anthony Clarke individually or on behalf of . Elite Luxury Car Service LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Lee Anthony Clarke

Business Address: 7684 Broome Ct. Ste. A Theodore, Al 36582

Telephone: 251-255-7223 Trade Name

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: 1/3/77 SSN: ___-___-____

Residence Address:

Address City State Zip code

Telephone Numb Driver's License #: ___

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes ✓ No

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: 7684 Broome Ct. Ste. A Theodore, Al 36582
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Lee Anthony Clarke	owner	900 Downtowner Blvd Apt. 161 Mobile, Al 36609	

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
n/a				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☑ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 7 days a week 24 hours a day.

How many vehicles (carriages) do you intend to operate? _____
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Cadillac	Year:	2016	Model:	Escalade ESV
Make:		Year:		Model:	
Make:		Year:		Model:	

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Lee Clarke
Applicant's Signature

NAME OF ENTITY:

Lee Clarke

By: Kaila Billups
Its Public Notary

SWORN TO AND SUBSCRIBED BEFORE ME THIS 4th **DAY OF** Jan **, 20**23

Kaila Billups
Notary Public

KAILA BILLUPS
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

My Commission
Expires 12-13-2025

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Lee Clarke

Nickname(s) or Maiden Name: _____

Current Addre _____

Previous Address: _____

Personal Description:

Height: 6'2

Weight: 285

Hair Color: Blk

Eye Color: Dark Brown

Social Security Number: _ __

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

_____
Signature

1/6/23
Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Lee Anthony Clarke

Date of Birth: 1/3/77 Security #: _

Present Address_

Home Phone Number :k Phone Number: 251-255-7222

Attach a copy of your current driver's license to this sheet

Present Employer and Address: n/a

Present Position/Title: n/a

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
n/a			

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

n/a

Give nature of all transactions or acts giving rise to these judgements.

n/a

Give name and location of court in which judgements were entered and date entered.

n/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Lee Clarke
Signature

1/9/23
Date Signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	CLARKE, LEE ANTHONY		
Address:	⚲	**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	46
Weight:	250	**Eyes:**	BROWN
Height:	6'02"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: CO	**DL #:**	**DL Type:**	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates: A RECORD

CHECKED BY: C.T. Knight

DATE: Jan 09 2023

Arrests Report -MOBILE POLICE DEPARTMENT

NOT VALID WITHOUT
EMBOSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
202075730001	2020757300	1/6/2004	CLARKE, LEE ANTHONY	1/3/1977	UNKNOWN LOCATION UNKNOWN,	SCREWS, LOUIS	CONV	I65/HALLS MILL UNKNOWN,	ALIAS/BENCH WARRANT ARREST

1 Records Selected

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:
A RECORD
CHECKED BY:
DATE: 01-09-2023

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Street Maintenance	Cover Memo	3/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	3/14/2023 - 11:38 AM
Legal	Kern, Chris	Approved	3/15/2023 - 12:55 PM
Mayors Office	Montgomery, Brandi	Approved	3/16/2023 - 2:13 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS Twilley Builders, Inc., as developer of Leighton Village, has requested acceptance by the City of Mobile of the street in Leighton Village, said street being named "Leighton Place Drive", as a public street within the boundaries of the City of Mobile;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the street "Leighton Place Drive" of Leighton Village (the legal description of which is shown on the attached Leighton Village RIGHT OF WAY MAP), together with the drainage structures in, and which are a part of said streets and which are located in dedicated street rights of way, are hereby approved by and accepted for maintenance by the City. The drainage structures described herein are those which are a part of or are located in the streets (curbs and gutter, catch basins, flumes and pipes) and do not include any drainage systems or facilities in the subdivision or shown on the plat thereof which are not located on the right of way.

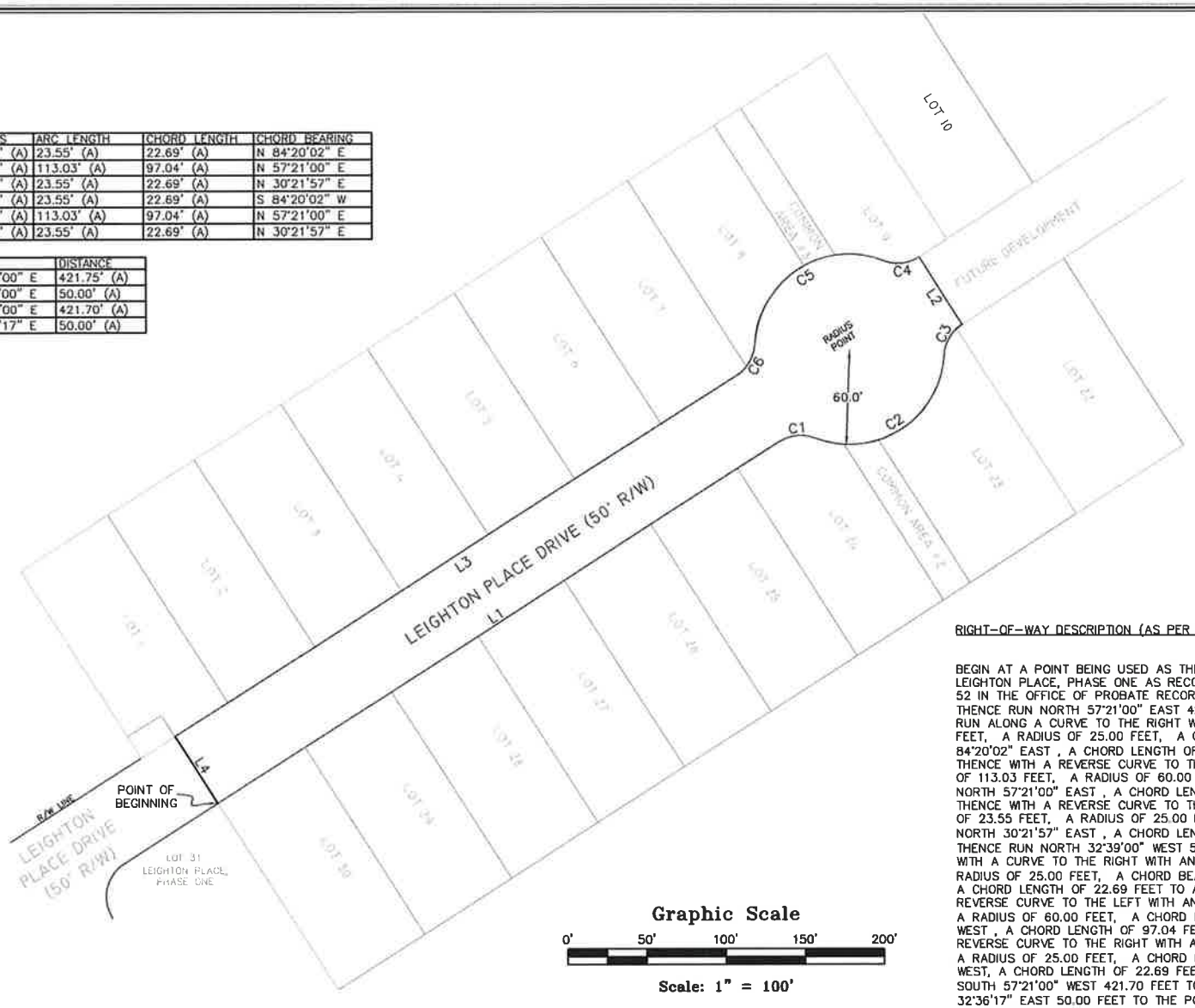
Adopted:

_____

City Clerk

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	25.00' (A)	23.55' (A)	22.69' (A)	N 84°20'02" E
C2	60.00' (A)	113.03' (A)	97.04' (A)	N 57°21'00" E
C3	25.00' (A)	23.55' (A)	22.69' (A)	N 30°21'57" E
C4	25.00' (A)	23.55' (A)	22.69' (A)	S 84°20'02" W
C5	60.00' (A)	113.03' (A)	97.04' (A)	N 57°21'00" E
C6	25.00' (A)	23.55' (A)	22.69' (A)	N 30°21'57" E

LINE	BEARING	DISTANCE
L1	N 57°21'00" E	421.75' (A)
L2	S 32°39'00" E	50.00' (A)
L3	N 57°21'00" E	421.70' (A)
L4	S 32°36'17" E	50.00' (A)



Graphic Scale

0' 50' 100' 150' 200'

Scale: 1" = 100'

RIGHT-OF-WAY DESCRIPTION (AS PER SKETCH MAP):

BEGIN AT A POINT BEING USED AS THE NORTHEAST CORNER OF LOT 31 LEIGHTON PLACE, PHASE ONE AS RECORDED IN MAP BOOK 112, PAGE 52 IN THE OFFICE OF PROBATE RECORDS, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 57°21'00" EAST 421.75 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 23.55 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 84°20'02" EAST , A CHORD LENGTH OF 22.69 FEET TO A POINT; THENCE WITH A REVERSE CURVE TO THE LEFT WITH AN ARC LENGTH OF 113.03 FEET, A RADIUS OF 60.00 FEET, A CHORD BEARING OF NORTH 57°21'00" EAST , A CHORD LENGTH OF 97.04 FEET TO A POINT; THENCE WITH A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 23.55 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 30°21'57" EAST , A CHORD LENGTH OF 22.69 FEET TO A POINT; THENCE RUN NORTH 32°39'00" WEST 50.00 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 23.55 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 84°20'02" WEST, A CHORD LENGTH OF 22.69 FEET TO A POINT; THENCE WITH A REVERSE CURVE TO THE LEFT WITH AN ARC LENGTH OF 113.03 FEET, A RADIUS OF 60.00 FEET, A CHORD BEARING OF SOUTH 57°21'00" WEST , A CHORD LENGTH OF 97.04 FEET TO A POINT; THENCE WITH A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 23.55 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 30°21'57" WEST, A CHORD LENGTH OF 22.69 FEET TO A POINT; THENCE RUN SOUTH 57°21'00" WEST 421.70 FEET TO A POINT; THENCE RUN SOUTH 32°36'17" EAST 50.00 FEET TO THE POINT OF BEGINNING; ALL BEING A TOTAL AREA OF 0.77 ACRES MORE OR LESS AND LOCATED ENTIRELY WITHIN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP-5-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA.

THE WOODLANDS GROUP
Surveying Solutions

OWNER:

TWILLEY BUILDERS INC.

DATE: 02/28/2023
SHEET 1 OF 1(REV3)

~THIS IS NOT A BOUNDARY SURVEY ~

MAP FOR DESCRIPTION OF RIGHT-OF-WAY FOR LEIGHTON VILLAGE MOBILE COUNTY, ALABAMA

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Settlement Agreement and Release of claims arising out of the claim of Robert Lee Bryant

Amount of Contract:
n/a

Effective Date of Contract:
3/28/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Bryant
Discretionary Funds n/a
Project String n/a
Contract Number:n/a
Budget Amendment **REDUCE** n/a **INCREASE** n/a
Grant Funds n/a
Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Bryant	Resolution Letter	3/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	3/13/2023 - 3:55 PM
			3/13/2023 - 4:20

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	3/16/2023 - 2:09 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Robert Lee Bryant, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D010\P005\00114670.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/28/2023 - 1:26 PM

RESOLUTION CALLING FOR PUBLIC HEARING

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 in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022, in the time and manner as set forth in said notice.

Adopted:

_____

City Clerk

NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022

NOTICE is hereby given that at 10:30 a.m. on **Tuesday, March 28, 2023**, in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama 36644, and pursuant to *Code of Alabama* § 11-52-77, the City Council for the City of Mobile will hold a public hearing on, take public comment on, and consider an ordinance to **AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022**, as amended. All persons may be heard in opposition to or in favor of the said ordinance at the said time and place. Government Plaza, 205 Government Street, Mobile, Alabama 36644, serves as the City Hall for the City of Mobile.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City of Mobile, City Clerk, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, Mobile Government Plaza, Ninth Floor, 205 Government Street, Mobile, Alabama 36644. Written comments must be received by noon on Thursday, March 23, 2023.

The proposed amendments to the DDD Code will modify the Regulating Plan map and amend certain development standards for the properties fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street (generally known as the Mobile Press-Register site located at 401 North Water Street).

The amendment of the Regulating Plan map will rezone the properties from T-4 and SD, Special District to SD-WH, Special District-Warehouse, and modify the Regulating Plan map as shown on the map published herewith.

The amendment of development standards will amend Section 10.B.7.(b) of the DDD Code, Appendix A to the Unified Development Code. The current standards read as follows:

> All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below.

The proposed amendment will change the standards to read as follows:

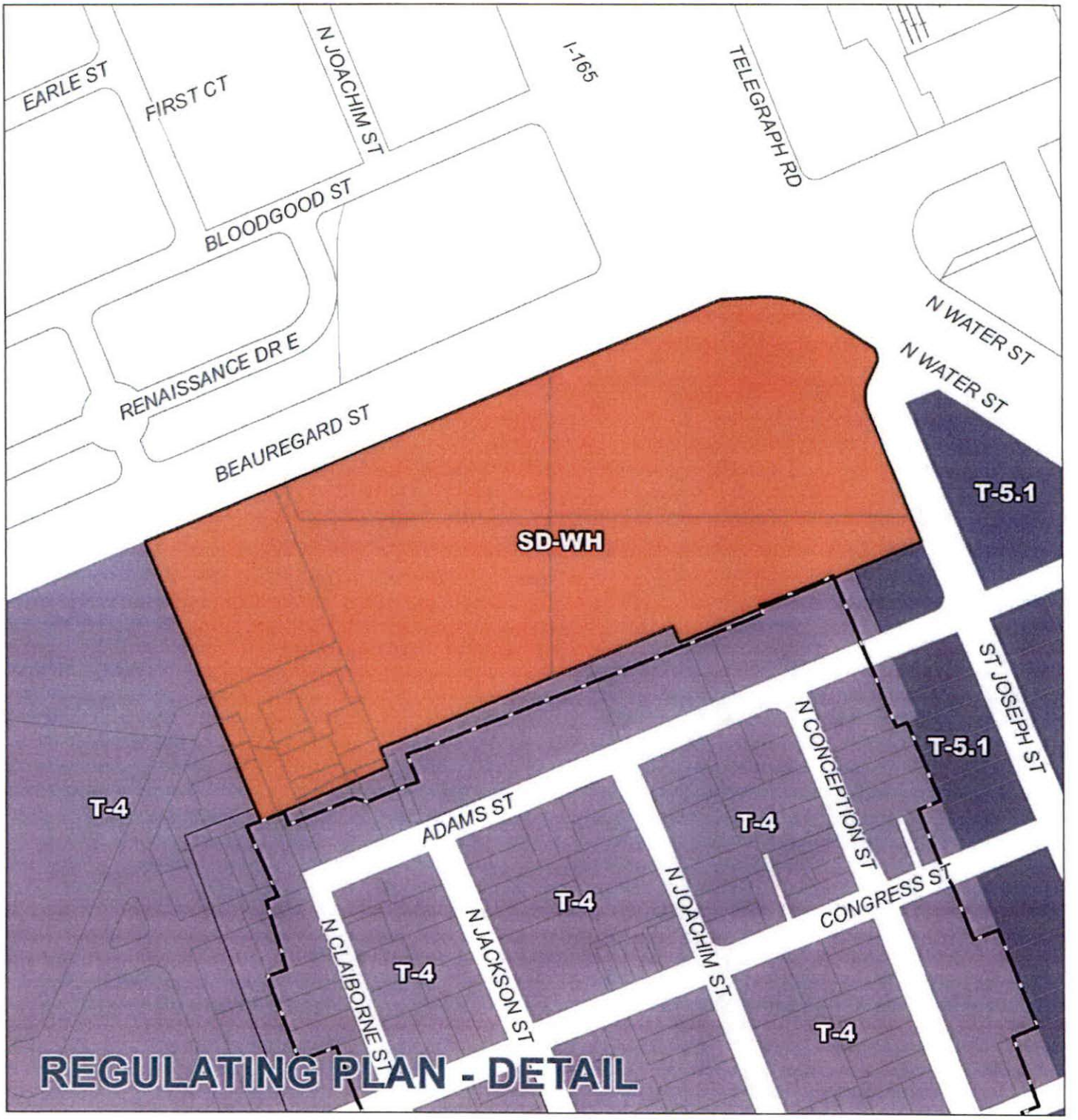
> *Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street* all building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below.

The proposed DDD amendments can be viewed on the City of Mobile's website at https://www.cityofmobile.org/ddd-pr/ .

Copies of the proposed DDD amendments and hard copies of the maps are available for public inspection in the Office of the Mobile City Clerk on the 9th floor of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602, during normal business hours.

Attach the referenced maps here.

Publish: Three Consecutive Weeks in legal section in standard form; and also one time in regular section in the form of at least a one-quarter page advertisement; all in a newspaper of general circulation in Mobile County.



T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
Historic District Boundary

AN ORDINANCE 2023

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, more specifically Appendix A, Downtown Development District, Section 10.B.7.(b) is hereby amended so that it now reads in its entirety as follows:

> ***Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street*** **all building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below.**

That the Zoning Map of the City of Mobile, 2022, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

> **Beginning at the Southeast corner of Lot 1, Mobile Press Register Subdivision, as recorded in Map Book 101 Page 58, in the Office of the Judge of Probate of Mobile County, Alabama; Thence S-67°-39'-26"-W, leaving the West right of way line of St. Joseph Street and along the South line of said Lot 1, for 407.55 feet; Thence S-22°-47'-34"-E, along the South line of said Lot 1, for 12.68 feet Thence S-68°-16'-54"-W, along the South line of said Lot 1, for 56.86 feet; Thence N-23°-34'-57"-W, along the South line of said Lot 1, for 41.15 feet; Thence S-67°-26'-56"-W, along the South line of said Lot 1, for 560.79 feet to a point at the Southwest corner of said Lot 1; Thence S-22°-40'-02"-E, along the West line of Lot 2 of said Mobile Press Register Subdivision, for 37.12 feet; Thence S-67°-28'-21"-W, leaving the West line of said Mobile Press Register Subdivision, for 245.10 feet to a point; Thence N-22°-40'-02"-W, for 523.92 feet to a point on the South right of way line of Beauregard Street, (variable width public R\W); Thence N-67°-13'-00"-E, along the South right of way line of said Beauregard Street, for 245.10 feet to a point at the Northwest corner of Lot 1, aforesaid Mobile Press Register Subdivision; Thence N-67°-02'-30"-E,**

along the South right of way of said Beauregard Street, for 347.35 feet; Thence N-67°-21'-22"-E, along the South right of way of said Beauregard Street, for 100.04 feet; Thence N-67°-05'-47"-E, along the South right of way of said Beauregard Street, for 84.43 feet; Thence N-71°-56'-59"-E, along the South right of way of said Beauregard Street, for 18.89 feet; Thence N-67°-21'-48"-E, along the South right of way of said Beauregard Street, for 307.96 feet; Thence N-86°-16'-16"-E, along the South right of way of said Beauregard Street, for 74.05 feet; Thence Southeasterly, along the South right of way of said Beauregard Street and around a curve to the right having a radius of 147.03 feet and a delta angle of 34°-40'-41", for an arc distance of 88.99 feet to a point at the intersection of the South right of way of said Beauregard Street with the West right of way of Water Street; Thence S-59°-03'-02"-E, leaving the South right of way of said Beauregard Street and along the West right of way of said Water Street, for 123.76 feet to a point at the intersection of the West right of way of said Water Street with the West right of way of St. Joseph Street; Thence Southerly leaving the West right of way of said Water Street, along the West right of way of said St. Joseph Street and around a curve to the right having a radius of 25.00 feet and a delta angle of 90°-10'-22" for an arc distance of 39.26 feet; Thence S-31°-07'-20"-W, along the West right of way of said St. Joseph Street, for 11.63 feet; Thence Southeasterly, along the West right of way of said St. Joseph Street and around a curve to the left having a radius of 87.00 feet and a delta angle of 54°-15'-21" for an arc distance of 82.38 feet; Thence S-23°-08'-01"-E, along the West right of way of said St. Joseph Street, for 329.65 feet to the Point of Beginning. Said parcel lying and being in the City of Mobile, Alabama and containing 643,376 square feet or 14.770 acres, more or less.

The classification of said property is hereby changed from **T-4 Sub-district and SD, Special District, to SD-WH, Special District-Warehouse 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 **SD-WH, Special District-Warehouse 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 **SD-WH, Special District-Warehouse District,** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

AN ORDINANCE

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

Adopted:

_____

Lisa Lambert, City Clerk

Maynard Cooper & Gale
401 Water Street
(Southwest corner of Water Street and Beauregard Street).
Council District 2
William Carroll

Gauthier, Lana

From: Hoffman, Bert
Sent: Thursday, February 23, 2023 11:09 AM
To: Gauthier, Lana
Subject: For Lagniappe publication - Press-Register site / Adams Street
Attachments: DDD_PR_Notice.pdf; DDD_PR_Notice.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Lana –

The attached documents are for the required Lagniappe publication. ***Legal ads*** to run March 8, 15 and 22; ***Display ad*** to also run on one of these dates.

The PDF should be placed on the website: https://www.cityofmobile.org/ddd-pr/

The Word document can be sent to Lagniappe.

I would like to see the proof.

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, February 22, 2023 4:20 PM
To: Hoffman, Bert <hoffmanb@cityofmobile.org>
Subject: RE: Press-Register site / Adams Street

Thank you, Bert.

Lana Gauthier
Assistant City Clerk
City of Mobile
P. O. Box 1827
Mobile, AL 36633
(251) 208-7474

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

February 23, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of February 15, 2023 considered the request of **Maynard Cooper & Gale** for a change in zoning from **T-4 and SD, Special District to SD-WH, Special District - Warehouse** for the property located at **401 Water Street** (Southwest corner of Water Street and Beauregard Street).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 22, 2023

James F. Watkins
Maynard Cooper & Gale
11 N. Water Street
Suite 24290
Mobile, Alabama 36602

Re: **401 Water Street**
(Southwest corner of Water Street and Beauregard Street).
Council District 2
Text amendment to Amend Appendix A. Section 10.B.7. Transparency

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

At its meeting on February 15, 2023, the Planning Commission considered the above referenced application.

As such, the Planning Commission voted to recommend Approval of amending Appendix A. Section 10.B.7.(b). Transparency to the City Council as follows:

Amend Appendix A. Section 10.B.7.(b). Transparency from:

> **"All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."**
>
> **to**
>
> **"*Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street* all building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."**

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 22, 2023

James F. Watkins
Maynard Cooper & Gale
11 N. Water Street
Suite 24290
Mobile, Alabama 36602

Re: **401 Water Street**
(Southwest corner of Water Street and Beauregard Street).
Council District 2
ZON-002371-2023 (Amendment to Regulating Plan)
Maynard Cooper & Gale
Amendment to the Downtown Development District Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH.

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

At its meeting on February 15, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following condition prevails to support the rezoning request:

i. **Change in conditions. Changed or changing conditions in a particular area, or in the planning region generally, make a change in the chapter necessary and desirable;**
ii. **Increase in need for sites for business or industry. Increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to rezone an area or to extend the boundaries of an existing district; or**
iii. **Subdivision of land. The subdivision or imminent subdivision of land into urban building sites makes reclassification necessary and desirable.**

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

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

ZON-002371-2023 MAYNARD COOPER AND GALE
February 22, 2023

Please contact the City Clerk at (251) 208-7411 for information regarding the associated advertising fee.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **401 Water Street**
(Southwest corner of Water Street and Beauregard Street).
Council District 2
ZON-002371-2023 (Amendment to Regulating Plan)
Maynard Cooper & Gale
Amendment to the Downtown Development District Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH and modify the Regulating Plan map. The amendment of development standards will amend Section 10.B.7.(b) of the DDD Code, Appendix A to the Unified Development Code.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Wednesday, February 15, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed Amendment to the Downtown Development District Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH and modify the Regulating Plan map. The amendment of development standards will amend Section 10.B.7.(b) of the DDD Code, Appendix A to the Unified Development Code, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Tuesday, February 14, 2023,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **401 Water Street**
(Southwest corner of Water Street and Beauregard Street).
Council District 2
ZON-002371-2023 (Amendment to Regulating Plan)
Maynard Cooper & Gale
Amendment to the Downtown Development District Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH and modify the Regulating Plan map. The amendment of development standards will amend Section 10.B.7.(b) of the DDD Code, Appendix A to the Unified Development Code.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Wednesday, February 15, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed Amendment to the Downtown Development District Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH and modify the Regulating Plan map. The amendment of development standards will amend Section 10.B.7.(b) of the DDD Code, Appendix A to the Unified Development Code, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Tuesday, February 14, 2023,** to allow adequate time for the Commission members to review the information.

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

City of Mobile · Planning & Zoning

Planning Commission Application

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) COPIES of this application by NOON on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

ZON-002371-2023

1-26-23

APPLICATION TYPE AND FEES

☒ Zoning Change	☐ Planning Approval	☐ Planned Unit Development
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost)**

Application for amendment to Regulating Plan and Text Amendment for DDD

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Maynard Cooper & Gale — Name

jwatkins@maynardcooper.com — Email

11 N. Water Street, Suite 24290, Mobile, AL 36602 — Full Address (Street, City, State, Zip)

251-476-9600 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Adams Street Property, LLC — Name

Name (other owners, optional)

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

401 Water Street, southeast corner of Water and Beauregard Street — Property Address

Multiple parcels — Parcel Number

14.770 acres — Property Area (acres or square feet)

SD and TD-4 — Present Zoning

SD-WH — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

1-26-23

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ■ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

10. 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).

11. 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.

Applicant Signature _____ Date 1/13/23

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 rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant Signature _____ Date 1/13/23

LDN-002341-2023

APPLICATION DESCRIPTION

The subject property is currently two legal lots of record, Lot 1 of the Mobile Press Register Subdivision (where the offices, printing and warehousing operations once were) and a three acre +/- parcel which is Lot 2 of the newly platted DeTonti Pointe subdivision. The applicant is simultaneously filing for the approval of the combination of those two lots into a single legal lot of record.

The Press Register lot is currently shown as having an SD designation under the regulating plan for the Downtown Development District. The DeTonti Pointe lot is in the TD-4 Transect under the Downtown Development District overlay. The Applicant is requesting that the combined lots be designated SD-WH given the proposed use of the site for beverage warehousing and distribution and also that the regulating plan map be amended to reflect that change.

The applicant is submitting a proposed master plan to support the regulating plan amendment which reflects the applicant's intended construction and development of the site. The applicant intends to modify the existing warehouse improvements by adding an additional 93,000 +/- square feet of warehouse facilities and truck loading bays. Given the size and function of the warehouse/distribution facilities to be constructed and the design of the existing buildings on the property, the applicant is also requesting a text amendment to the regulating plan to remove transparency requirements for the Beauregard Street frontage for Lot 1, GDH Adams Subdivision.

PLANNING CONSISTENCY STATEMENT

The site has been given a Downtown land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Downtown is called out as a separate land use designation due to its distinct role, layout and fabric. As a land use district, Downtown (DT) is the ultimate mixed-use environment. Land development and redevelopment will emphasize variety, mixed uses, and unity of form within buildings or complexes.

The applicant intends to re-use and repurpose the Mobile Press Register Building to serve as the corporate headquarters and regional distribution center for a local beverage distribution company. Once operational, the business will have more than 220 employees enjoying the downtown area. This type of re-development of existing buildings was one of the stated focuses of the Future Land Use Map. As such, the proposed subdivision and regulating plan amendment being requested here are consistent with the Future Land Use Plan and Map components of the Map for Mobile.

1-26-23
ZON-002371-2023

ZONING STATEMENT

The applicant is requesting that the subject properties be combined into a single lot of record and be designated as SD-WH. The larger of the two lots is currently designated as SD. In order for any future development of that parcel, that parcel will be required to be brought into the regulating plan in an existing transect or a new transect created for the site. Given the type of use proposed at the site (warehouse and distribution) the applicant believes that the existing SD-WH transect is the appropriate designation. The incorporation of the DeTonti Pointe lot into this site would otherwise create a split zoned parcel. To avoid that split zoned lot, and consistent with the proposed use of the entire parcel, the applicant is asking that the entire site be designated as SD-WH.

The applicant would argue that this request would be appropriate given the changing conditions of the surrounding area (much of the northeast end of Beauregard Street is now warehouse and distribution facilities given its close proximity to the port operations). Also, the increased need for business or industrial sites makes it desirable to expand the boundaries of existing districts to include the 3 acre parcel being incorporated into the overall development plan. Ultimately, in this case, the larger of the two sites was given an SD designation when the regulating plan was adopted. In order develop that site, it needs to be given a designation which contains appropriate regulating standards and the applicant believes that the SD-WH designation is most appropriate given the existing structures and use and the proposed redevelopment plans.

PROPOSED TEXT AMENDMENT

In order to accommodate the proposed re-development and expansion of this site the applicant would request a text amendment to the regulating plan to add the following text to Section 10. B.7(b)of Appendix A of the Downtown Development District Regulating Plan:

Notwithstanding the foregoing, warehouse and distribution facilities located in the SD-WH district having more than 75,000 square feet of warehouse space and having frontage on Beauregard Street shall be exempt from the transparency requirements hereof as to the Beauregard Street frontage.

1-26-23
ZON-002871-2023

MOBILE
ALABAMA

January 18, 2023

Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

Re: Subdivision and Regulating Plan Amendment (Text and map)
GDH Adams Subdivision

Ladies and Gentlemen:

Please accept this letter as the City of Mobile, Alabama's approval and authorization designating Maynard Cooper & Gale, James F. Watkins, as a party authorized to submit an application for a Subdivision and an Application for Zoning Amendment/Amendment to Regulating Plan with respect to the property identified as Lot 2, DeTonti Pointe Subdivision. The applications will create a single lot of record in the above referenced subdivision and change the regulating plan to reflect a zoning classification of SD-WH.

Sincerely,

Ricardo A. Woods
City Attorney

ZON-002371-2023
1-26-23

January 13, 2023

Urban Development Department

Planning Section

P.O. Box 1827

Mobile, AL 36633

RE: Subdivision and Regulating Plan Amendment (Text and map)
GDH Adams Subdivision

Ladies and Gentlemen,

Please accept this letter as Adams Street Property, LLC's approval and authorization designating Maynard Cooper & Gale, James F. Watkins, as a party authorized to submit an application for a Subdivision and an Application for Zoning Amendment/Amendment to Regulating Plan with respect to the property identified as Lot 1, Mobile Press Register Subdivision, First Addition. The applications will create a single lot of record in the above referenced subdivision and change the regulating plan to reflect a zoning classification of SD-WH.

Sincerely,

Adams Street Property, LLC

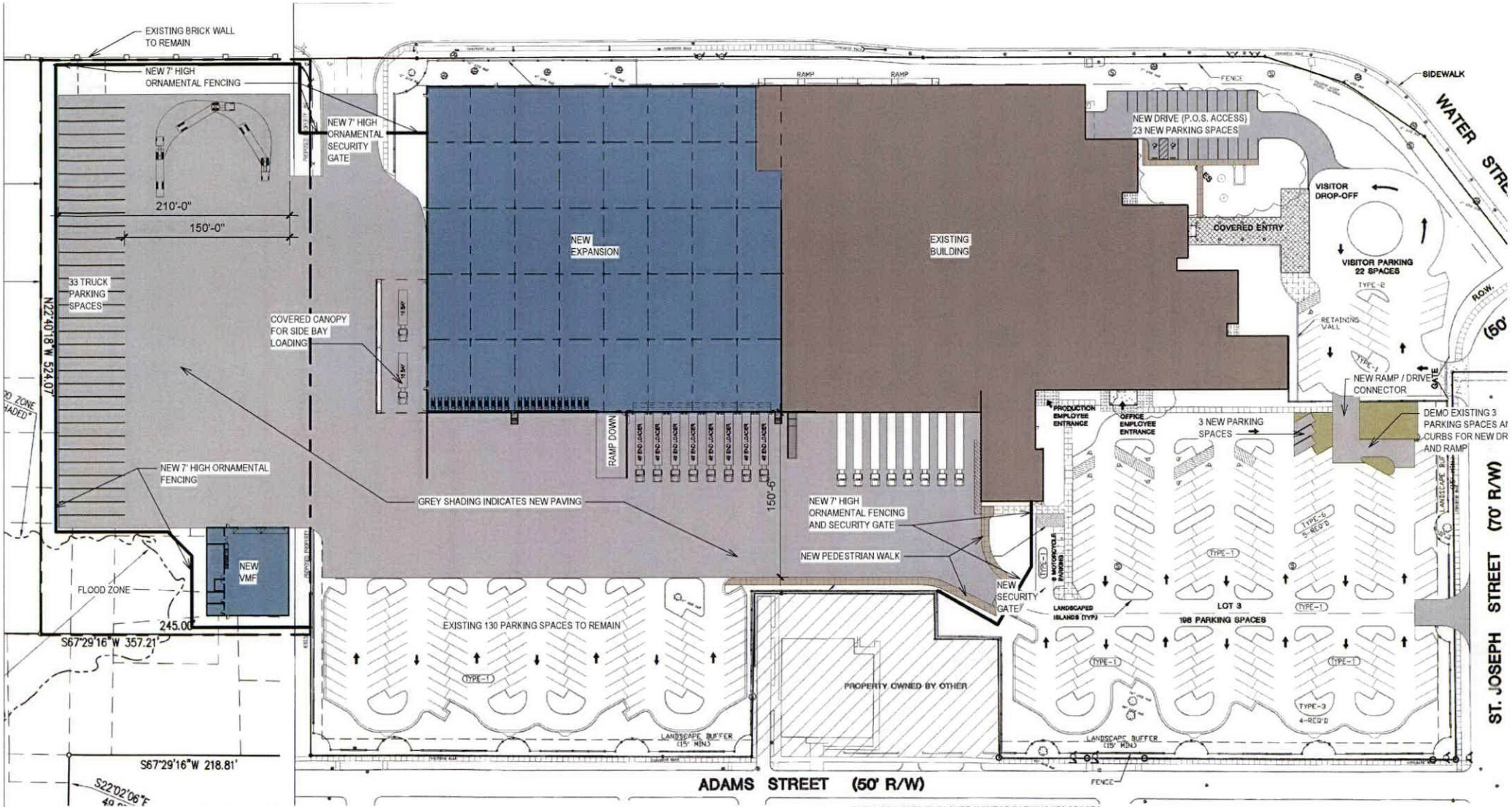
By: _____

Print name: Louis Maisel

As its: Vice President

{06701158.1}

ZON-002371-2023
1-24-23



SITE PLAN

1" = 80'-0"

TOTAL PROVIDED EMPLOYEE / VISITOR PARKING 373 SPACES
REQUIRED PARKING PER CODE (HANK AARON LOOP)
OFFICE - 1 SPACE PER 600 G.S.F. DEVOTED TO OFFICE / COMMERCIAL USES.
WAREHOUSE - 1 SPACE PER 3 WAREHOUSE EMPLOYEES
EXISTING 3 STORY OFFICE 102,645 G.S.F. = 171 SPACES

GULF DISTRIBUTING

Mobile, Alabama

HDA

01-10-2023

A & A
P O BOX 1787
MOBILE AL 36633

ADAMS STREET PROPERTY LLC
3378 MOFFETT RD
MOBILE AL 36607

AMERIGO CARLOS SERRANO & EILEEN D SERRANO
203 ADAMS ST
MOBILE AL 36603

BEARD TY EDWARD & CAROLYN MARIE BEARD
308 N JACKSON ST
MOBILE AL 36603

BLAIR RICHARD DAVID
304 CONCEPTION ST N
MOBILE AL 36603

BLANKENSHIP MICHAEL C
1305 SPRING HILL AVE
MOBILE AL 36604

BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY
P O BOX 180069
MOBILE AL 36618

ZUKLEY JOHN JR
313 N JACKSON ST
MOBILE AL 36603

BRABNER LAURA MICHELLE
316 CONCEPTION ST N
MOBILE AL 36603

BROOKS BENJAMIN H III & KATHY F
4953 AUDUBON DR
MOBILE AL 36619

BROOKS BENJAMIN H III & KATHY STINSON BROOKS
303 JACKSON ST N
MOBILE AL 36603

CLARK OIL COMPANY INC
720 STATION ST
WAYNESBORO MS 39367

DOPSON MARGARET & JERRI KEITH
311 JOACHIM ST N
MOBILE AL 36603

DYE CARMEN A
304 N CLAIBORNE ST
MOBILE AL 36603

E H FORD MORTUARY SERVICES INC., A TENNESSEE CORPORATION
3390 ELVIS PRESLEY BLVD
MEMPHIS TN 38116

FOREMAN ETSIE & ANNAMAE FOREMAN
952 FRANKLIN ST
MELROSE MA 02176

GULF HEALTH PROPERTIES INC
PO BOX 2226
MOBILE AL 36652

HAMILTON AMY ST. JOHN & FRANCES ST. JOHN ROUSE
1157 PALMETTO ST
MOBILE AL 36604

HELLAND JOHN
PO BOX 277
IRVINGTON AL 36544

HOIT DAVID & GINGER HOIT
312 N CLAIBORNE ST
MOBILE AL 36603

HURD NICOLE
317 CONCEPTION ST N
MOBILE AL 36603

HUTCHENS DENNIS WADE & DANA MICHELLE HUTCHENS
255 ADAMS STREET
MOBILE AL 36603

JONES WILLIAM SHELDON C/O KOALA LAND COMPANY LLC
PO BOX 1726
MOBILE AL 36633

LEE GARY N
1818 DAUPHIN STREET
MOBILE AL 36606

LEE GARY N & LORINE LEE
1818 DAUPHIN ST
MOBILE AL 36606

LEVITT KIDS ONE, LLC, A GEORGIA LLC CARE OF: SCHULTEN WARD TURNER & WEISS LLP
260 PEACHTREE ST, NW, STE # 2700
ATLANTA GA 30303

LPTM LLC
301 SAINT JOSEPH ST
MOBILE AL 36602

MADDOX DOROTHY JEAN & MICHELLE M HARBIN
312 N JACKSON ST
MOBILE AL 36603

MARINE RIGGING INC
552 BEAUREGARD ST
MOBILE AL 36603

MARTIN WILLIE C & SHELIA M
315 N JOACHIM ST
MOBILE AL 36603

M-H PROPERTY ENTERPRISES LLC
11120 TOMAHAWK CREEK PKWY
LEAWOOD KS 66211

MILLER HELLEN D
308 N CLAIBORNE ST
MOBILE AL 36633

MILLSAP CULLEN V & JOHN KILPATRICK
302 BAY HILL DR
DAPHNE AL 36526

MINNAERT MEREDITH HOIT
312 N JOACHIM ST
MOBILE AL 36603

Maynard Cooper & Gale
Attn: James Watkins
11 N Water Street, Suite 24290
Mobile, AL 36602

MOBILE CITY OF ALABAMA A MUNICIPAL CORPORATION
P O BOX 1827
MOBILE AL 36633

MOBILE COUNTY OF BOARD OF SCHOOL COMMISSIONERS
P O BOX 180069
MOBILE AL 36618

MOBILE HOUSING BOARD
P O BOX 1345
MOBILE AL 36622

NORMAN CARL WILLIAM & KELLY J KANE
304 CONGRESS ST
MOBILE AL 36603

PALMETTO PROPERTIES INC A CORP
P O BOX 7745
MOBILE AL 36670

RAUE BARBARA J & LEON FRANICS RAUE JR TRUSTEES OR THEIR
P O BOX 441
ESPARTO CA 95627

SAINT JAMES LODGE #65
307 JACKSON ST N
MOBILE AL 36603

SAMUELS MILDRED
1806 IDELL ST
MOBILE AL 36617

SANDERS ANGELA J GIPSON
317 N JACKSON ST
MOBILE AL 36603

SHANE A TAYLOR PROPERTIES LLC
P O BOX 295
MOBILE AL 36601

SHATTO HELEAN I
312 CONCEPTION ST N
MOBILE AL 36603

TUROLSKI ARKADIUSZ & MELISSA GAIL ASPELUND
2530 BRANDY CIR
ANCHORAGE AK 99516

UNITED STATES POSTAL
ATLANTA FACILITIES SRVC OFF 1735 NORTH BROWN ROAD
LAWRENCEVILLE GA 30043

VCP SEAMANS LLC, A ALABAMA LIMITED LIABILITY COMPANY
2110 POWERS FERRY RD SE STE 150
ATLANTA GA 30339

WHATLEY ALEXANDER
313 N JACKSON ST
MOBILE AL 36603

WILL ANNE
320 N JACKSON ST
MOBILE AL 36603

SUBDIVISION, ZONING & TEXT AMENDMENT STAFF REPORT **Date: February 15, 2023**

APPLICANT NAME	Maynard Cooper & Gale
SUBDIVISION NAME	GDH Adams Subdivision
LOCATION	401 Water Street (Southwest corner of Water Street and Beauregard Street)
CITY COUNCIL DISTRICT	District 2
PRESENT ZONING	T-4 and SD-Special District
PROPOSED ZONING	SD-WH, Special District - Warehouse
AREA OF PROPERTY	1 Lots / 14.8± Acres
CONTEMPLATED USE	Subdivision approval to create 1 lot, amendment of the Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH, and Text Amendment to modify Appendix A. Section 10.B.7.(b). Transparency, to allow commercial offices, warehouse and distribution. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
REASON FOR REZONING	To assign an existing Transect District to an undesignated property and eliminate split-zoning.
TIME SCHEDULE FOR DEVELOPMENT	24 months from October 1, 2023

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale,

bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

B. Label the POB.
C. Revise the written legal description to include the correct recording information for LOT 2 De Tonti Pointe Subdivision.
D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11.
E. Revise SUBDIVISION NOTE 1 to read: As shown on the 1984 aerial photo (FLIGHT 30 - #69) LOT 1 will receive the 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 – 87,000 sf.
F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

TRAFFIC ENGINEERING COMMENTS Site is limited to its existing curb cuts with any changes in 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 the City's Zoning Ordinance.

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

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create 1 lot, amendment of the Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH, and Text Amendment to modify Appendix A. Section 10.B.7.(b). Transparency, to allow commercial offices, warehouse and distribution.

The future development of the property includes the removal of an existing 15,000± square foot one-story office-warehouse building, construction of a 93,000± square foot warehouse expansion connected to the existing Press-Register building, and construction of a 6,000± square foot vehicle

maintenance facility with 33 delivery truck parking spaces. The site plan included with the application is the "Master Plan" required for the amendment of the Regulating Plan.

Two lots abut the site and provide a portion of surface parking for the site. These two lots are not included in this application and will remain as-is, retaining the existing T-4 sub-district zoning.

The 14.8± acre site is partially developed, with approximately 3 acres undeveloped. The site is bounded to the East by a multi-family development and commercial property in a T-5.1 district and across North Water Street by I-1 (light) and I-2 (heavy) industrial districts, to the South by developed T-4 residential and commercial properties within the DeTonti Square Historic District, to the West by Calloway-Smith Middle School in a T-4 district, and to the North, across Beauregard Street by residences and vacant properties in an R-3 Multi-Family Residential district.

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

The site has been given "Downtown" and "Institutional" land use designations, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Downtown is called out as a separate land use designation due to its distinct role, layout and fabric.

As a land use district, Downtown is the ultimate mixed-use environment. Land development and redevelopment will emphasize variety, mixed uses, and unity of form within buildings or complexes.

As the city's and region's center for commercial and service employment, Downtown supports intense development and a dynamic combination of uses: specialty and regional retail shopping and offices; business support services; urban housing at higher densities (starting at 10 dwelling units per acre); civic, educational and cultural destinations; entertainment options; and other public amenities including active and passive park space. The successful integration of a mix of housing types and densities will be critical to achieve a vibrant, 24/7-active Downtown Mobile.

Development in the Downtown district will focus on new, redeveloped and adaptively reused buildings that frame attractive, human-scaled streetscapes, memorable public spaces, bicycle and pedestrian-friendly streets and convenient transit access to jobs, housing and entertainment. Accordingly, certain areas of Downtown will be more intensively developed to facilitate that pedestrian orientation.

The Institutional designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included. Parks and public open space are not included but have their own land use classification.

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

The current zoning designations of T-4 and SD for the site were assigned in May 2014, when the Downtown Development District (DDD) regulations were adopted by the City Council. The site was developed before the adoption of the DDD regulations.

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

The Downtown Development District (DDD) regulations include requirements regarding minimum lot size, curb-cuts and minimum setback requirements which differ than those found in the Subdivision Regulations. Therefore, the subdivision review will take into account the DDD requirements.

The most recent subdivision applications for the site were in December 2022, creating the western property that is the subject of this application, and in June 2003 for the eastern property that is the subject of this application. This request will combine two existing lots into one lot.

The site fronts onto Saint Joseph Street, an "A" street per the DDD regulations, as well as North Water Street and Beauregard Street, which are "B" streets per the DDD regulations. As the overall site has been the subject of previously approved and recorded subdivisions, no additional right—of-way will be required.

The site has one existing curb-cut to Beauregard Street and two existing curb-cuts to Saint Joseph Street. No changes are proposed to any of the existing curb-cuts in relation to the proposed use of the site.

The applicant provided the following statement regarding the subdivision and amendment of the Regulating Plan to rezone the property to SD-WH:

> *The applicant is requesting that the subject properties be combined into a single lot of record and be designated as SD-WH. The larger of the two lots is currently designated as SD. In order for any future development of that parcel, that parcel will be required to be brought into the regulating plan in an existing transect or a new transect created for the site. Given the type of use proposed at the site (warehouse and distribution) the applicant believes that the existing SD-WH transect is the appropriate designation. The incorporation of the DeTonti Pointe lot into this site would otherwise create a split zoned parcel. To avoid that split zoned lot, and consistent with the proposed use of the entire parcel, the applicant is asking that the entire site be designated as SD-WH.*
>
> *The applicant would argue that this request would be appropriate given the changing conditions of the surrounding area (much of the northeast end of Beauregard Street is now warehouse and distribution facilities given its close proximity to the port operations). Also, the increased need for business or industrial sites makes it desirable to expand the boundaries of existing districts to include the 3 acre parcel being incorporated into the overall development plan. Ultimately, in this case, the larger of the two sites was given an SD designation when the regulating plan was adopted. In order develop that site, it needs to be given a designation which contains appropriate regulating standards and the applicant believes that the SD-WH designation is most appropriate given the existing structures and use and the proposed redevelopment plans.*

The proposed use of the property for commercial offices, warehouse and distribution is allowed by right within the proposed SD-WH, Special District-Warehouse district. The majority of the site was originally developed in 2002 for a newspaper printing and distribution facility with associated commercial offices. As the applicant proposes to expand the existing structure, amendment of the Regulating Plan to assign a transect district other than the undefined SD, Special District, is required.

The proposed lot will have approximately 200± feet of frontage on North Water Street, 132± feet of frontage onto Saint Joseph Street, and approximately 1,100± feet of frontage on Beauregard Street. The lot will comply with the minimum width requirements of the Subdivision Regulations. There are no width requirements for lots in SD-WH districts within the DDD.

The proposed lot will be approximately 14.7± acres, or 663,376± square feet. The lot will comply with the minimum lot area requirements of the Subdivision Regulations. There are no lot area requirements for lots within the DDD.

The preliminary plat does not depict any setbacks, however, notes on the plat reference setbacks required by prior approvals. The setbacks required for the SD-WH sub-district are a maximum 10-foot setback for the Primary Building along the Primary (street) Frontage (in this case, Saint Joseph Street due to its designation as an "A" street per the DDD regulations), and "*Unrestricted if fire rating requirements are met*" for the Secondary (street) Frontages and side and rear setbacks. The plat should be revised to note the applicable zoning setbacks.

The DDD regulations limit the number of curb-cuts for properties in SD-WH districts to one (1) per street frontage. As previously noted, the proposed lot has two (2) existing curb-cuts to Saint Joseph Street and one (1) existing curb-cut to Beauregard Street. No changes are proposed by the applicant to the existing curb-cuts and these will remain "as-is."

Finally, prior to any applications for demolition or construction, the applicant must apply to the Consolidated Review Committee for review, as required by the Downtown Development District regulations.

TEXT AMENDMENT REMARKS

As previously stated, the applicant is proposing a 93,000± square foot warehouse addition to the existing structure. This new expansion will have frontage along approximately 300± feet of Beauregard Street. The DDD regulations, Appendix A. Section 10.B.7.(b)., require that all new construction with frontage on a Primary or Secondary Street have a minimum of 20% window transparency per floor facing the street frontage as stated below:

> "All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."

In order to accommodate the proposed re-development and expansion of this site, the applicant is requesting that the proposed SD-WH district for this site be exempted from this requirement via a text amendment to the Downtown Development District regulations. The proposed change to the text is in *italics* as stated below:

> "*Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street* all building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."

There have been very few instances since the adoption of the DDD in 2014 of warehouse construction or expansion within the DDD. Where it has occurred, it has typically consisted of less than 5,000 square feet, and in association with buildings constructed prior to 1950. In contrast, the anticipated warehouse addition for the site in question is proposed to be over 90,000 square feet, and will be part of a structure originally built in 2002 which has almost no windows along the Beauregard Street frontage.

RECOMMENDATION

Subdivision: The Subdivision request is recommended for Tentative Approval, subject to the following conditions:

1) Retention of all right-of-way widths as depicted on the preliminary plat;
2) Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3) Revision of notes regarding setbacks to reflect the applicable zoning setbacks;
4) compliance with the Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Label the POB. C. Revise the written legal description to include the correct recording information for LOT 2 De Tonti Pointe Subdivision. D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11. E. Revise SUBDIVISION NOTE 1 to read: As shown on the 1984 aerial photo (FLIGHT 30 - #69) LOT 1 will receive the 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 – 87,000 sf. F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.)*;
5) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Site is limited to its existing curb cuts with any changes in 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 the City's Zoning Ordinance.)*;
6) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.)*; and
7) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.).*

Regulating Plan Amendment - Rezoning: Based upon the preceding, staff finds that the following condition(s) prevail to support the rezoning request:

i. Change in conditions. Changed or changing conditions in a particular area, or in the planning region generally, make a change in the chapter necessary and desirable;
ii. Increase in need for sites for business or industry. Increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to rezone an area or to extend the boundaries of an existing district; or
iii. Subdivision of land. The subdivision or imminent subdivision of land into urban building sites makes reclassification necessary and desirable.

As such, staff recommends Approval of the request to amend the Regulating Plan for the site from SD and T-4 to SD-WH, subject to the following conditions:

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

Text Amendment: Staff recommends that the Commission consider all relevant facts prior to deciding if the proposed text amendment to Appendix A. Section 10.B.7.(b). should be recommended for approval or denial to the City Council.

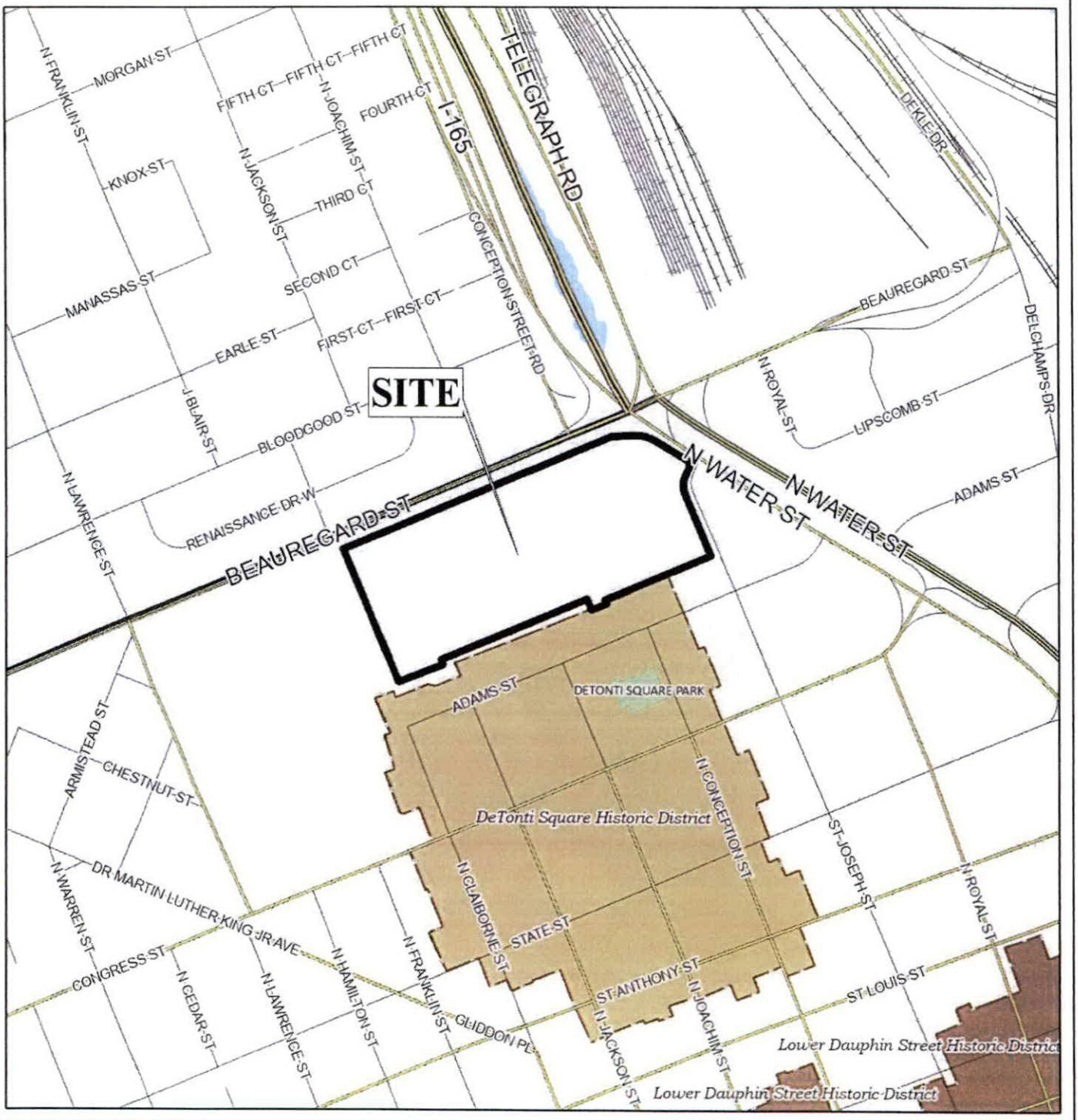
Amend Appendix A. Section 10.B.7.(b). Transparency from:

"All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."

to

"*Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street* all building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."

LOCATOR MAP



APPLICATION NUMBER 7 DATE February 15, 2023

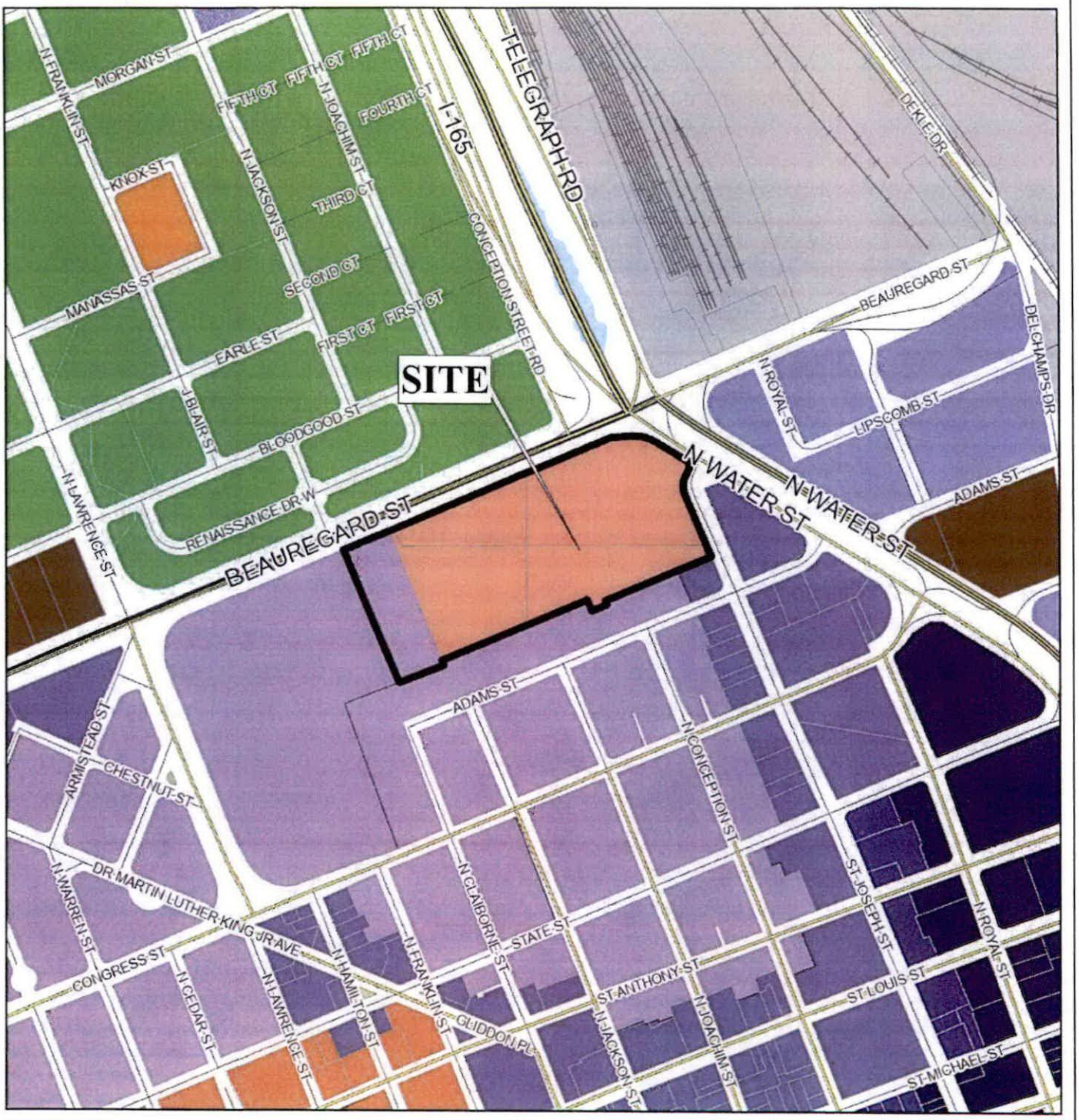
APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE February 15, 2023

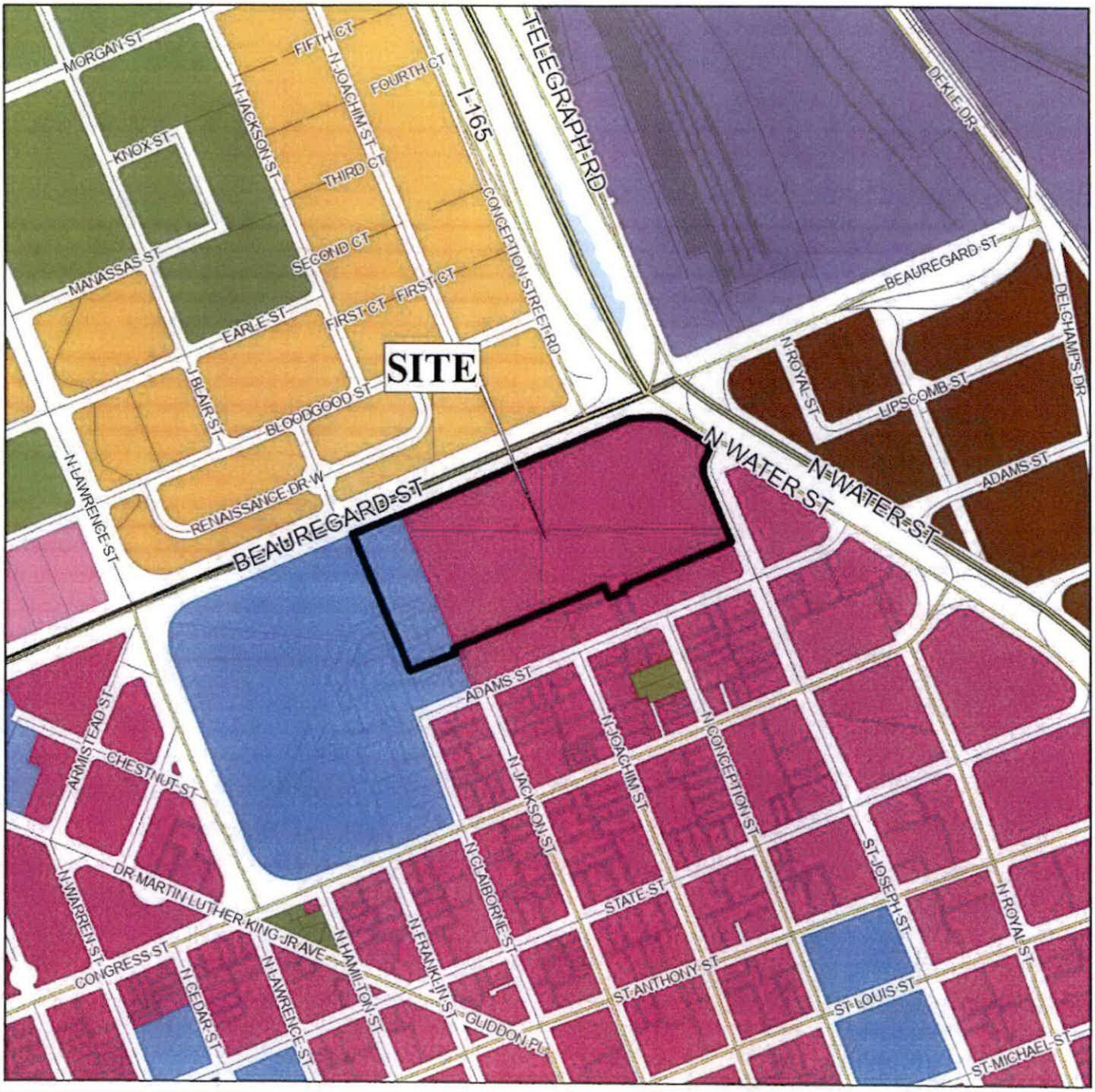
APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE February 15, 2023

APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

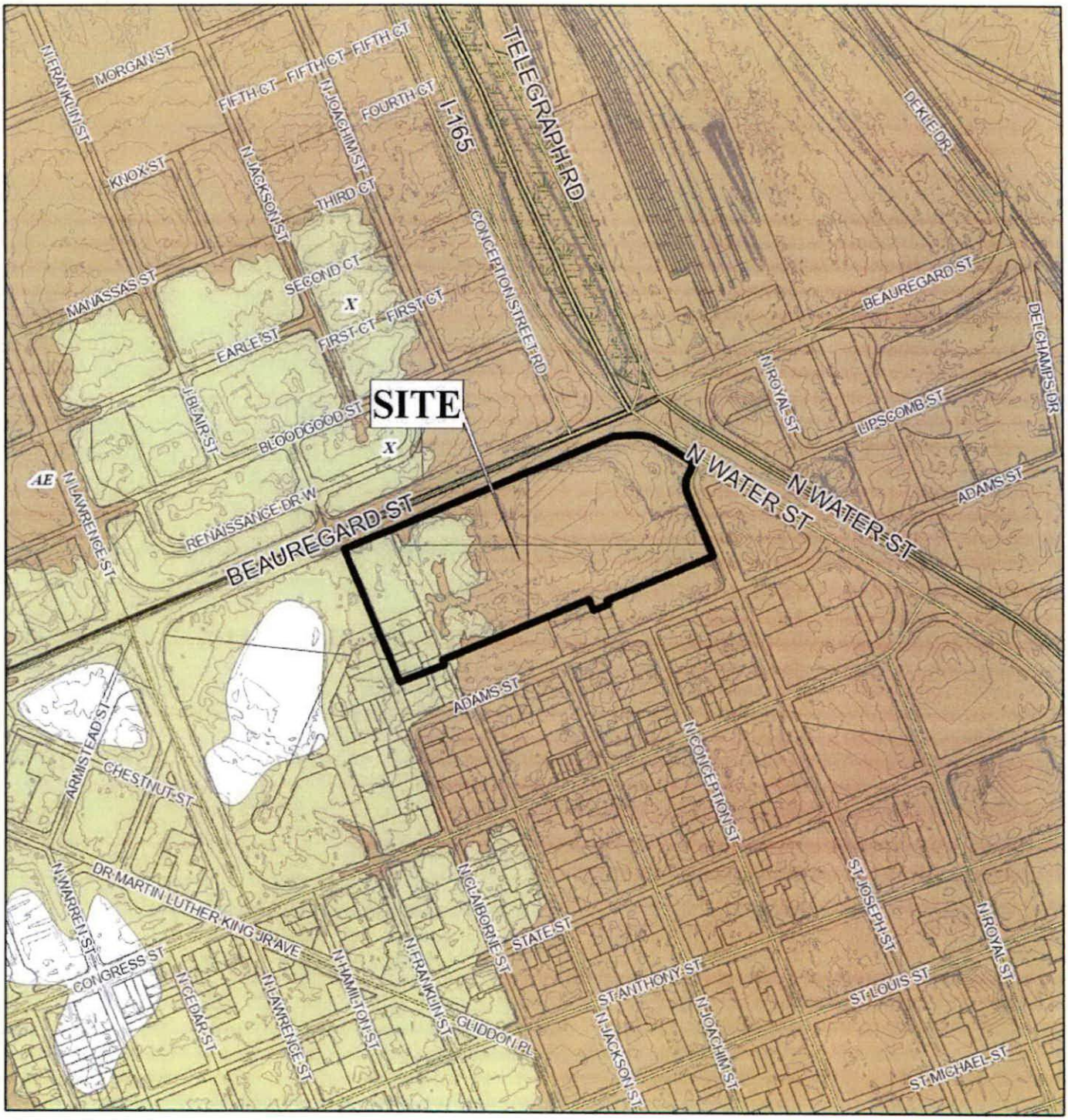
Layer2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE February 15, 2023

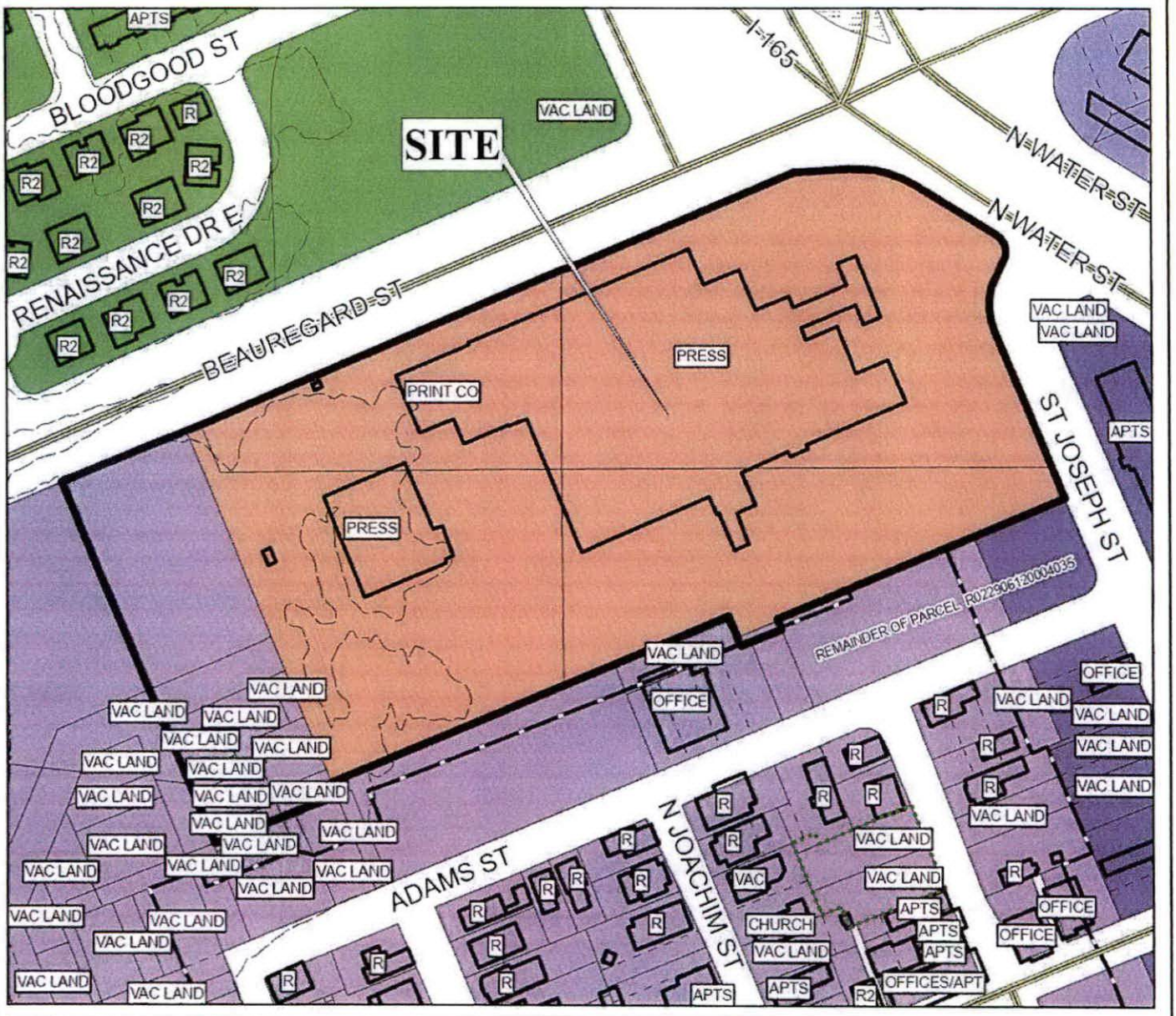
APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

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NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 7 DATE February 15, 2023

APPLICANT GDH Adams Subdivision

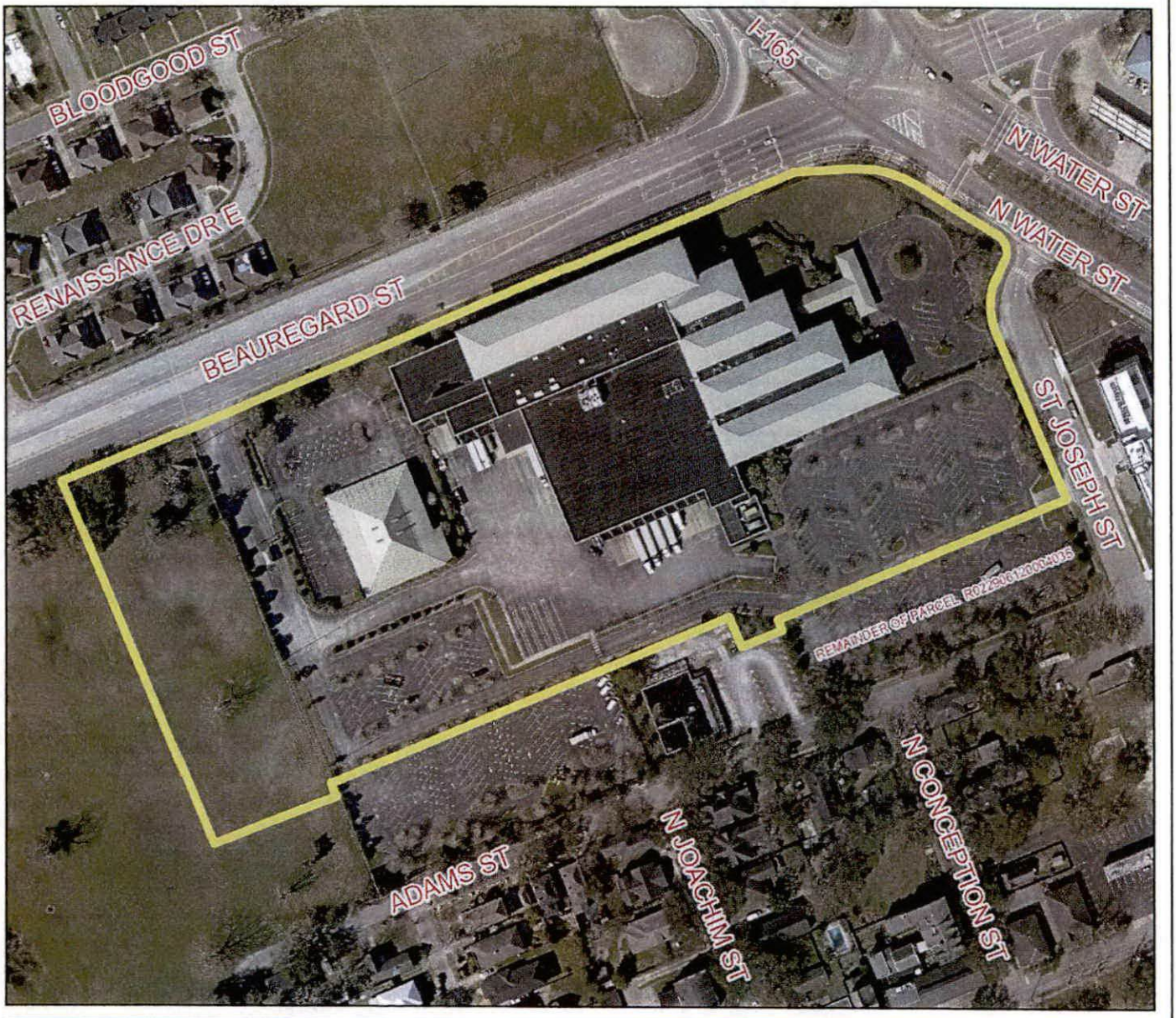
REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 7 DATE February 15, 2023

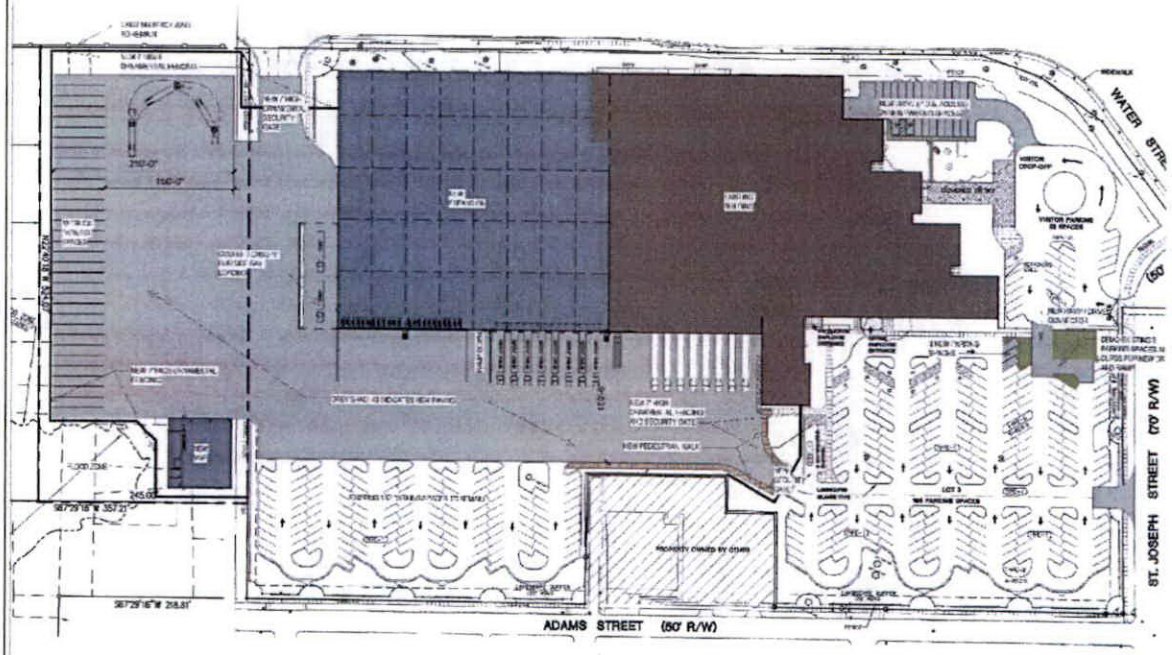
APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

SITE PLAN



The site plan illustrates the existing building and parking, and proposed addition and parking.

APPLICATION NUMBER 7 DATE February 15, 2023

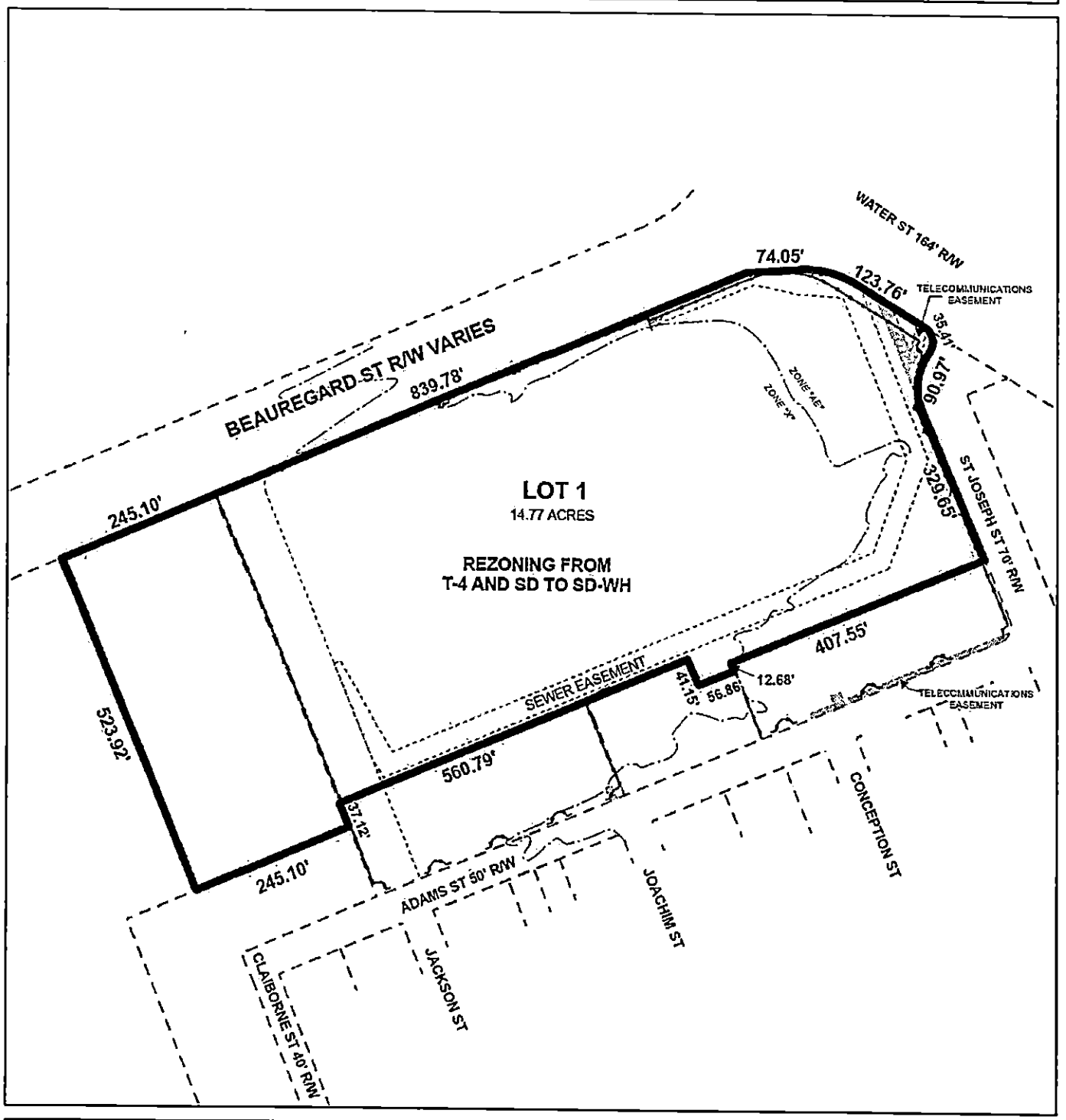
APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE February 15, 2023

APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/28/2023 - 1:23 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 6815 Cary Hamilton Road
(North side of Cary Hamilton Road at the north terminus of Peary Road)

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 28th day of March, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at Located at 6815 Cary Hamilton Road (North side of Cary Hamilton Road at the north terminus of Peary Road) from R-A, Residential Agricultural District, to I-1, Light Industry District.

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

Lisa C. Lambert
City Clerk

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

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

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

COMMENCING AT A POINT WHERE THE SOUTH LINE OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF THE L & N R.R. (100 FOOT RIGHT-OF-WAY), RUN THENCE NORTH 33 DEGREES 20 MINUTES EAST ALONG SAID RAILROAD RIGHT-OF-WAY LINE 1477 FEET TO A POINT, THENCE SOUTH 57 DEGREES 41 MINUTES EAST ALONG NORTHERLY LINE OF WILLARD LANE 375.4 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PROPERTY, THENCE CONTINUE SOUTH 57 DEGREES 41 MINUTES EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WILLARD LANE 464.45 FEET TO A CONCRETE MONUMENT, THENCE NORTH 33 DEGREES 19 MINUTES EAST 594.4 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 89 DEGREES 18 MINUTES 38 SECONDS EAST 608.7 FEET TO A CONCRETE MONUMENT, THENCE NORTH 01 DEGREES 11 MINUTES EAST ALONG NORTH-SOUTH HALF SECTION LINE 779.8 FEET TO A CONCRETE MONUMENT, THENCE NORTH 89 DEGREES 20 MINUTES WEST ALONG SOUTH LINE OF U.S. GOVERNMENT RESERVATION LANDS 1113.2 FEET TO A CONCRETE MONUMENT, THENCE SOUTH

33 DEGREES 20 MINUTES WEST ALONG EASTERLY RIGHT-OF-WAY LINE OF L & N R. R. 267 FEET TO A POINT, THENCE SOUTH 57 DEGREES 41 MINUTES EAST ALONG NORTHERLY LINE OF H. E. BOLTON, JR., PROPERTY 375 FEET TO A POINT, THENCE SOUTH 33 DEGREES 18 MINUTES WEST ALONG EASTERLY LINE OF H. E. BOLTON, JR., PROPERTY 730 FEET TO THE POINT OF BEGINNING, CONTAINING 24.46 ACRES.

AND

COMMENCE AT THE CENTER OF SECTION THREE (3), TOWNSHIP SIX (6) SOUTH, RANGE TWO (2) WEST; THENCE RUN WEST SEVEN HUNDRED FIFTY-EIGHT (758) FEET TO THE EASTERN MOST RIGHT OF WAY OF THE L. & N. RAILROAD; THENCE SOUTH THIRTY-ONE (31) DEGREES THIRTY (30) MINUTES WEST NINE HUNDRED (900) FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE SOUTH THIRTY-ONE DEGREES (31°) THIRTY MINUTES (30') WEST SEVEN HUNDRED SIXTY (760) FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EASTERN RIGHT OF WAY OF THE L. & N. RAILROAD AND THE CENTER LINE OF A COUNTY ROAD; THENCE SOUTH FIFTY-SEVEN (57) DEGREES EAST THREE HUNDRED SEVENTY-FIVE AND FOUR TENTHS (375.4) FEET TO A POINT ON THE CENTER LINE OF SAID COUNTY ROAD; THENCE NORTH THIRTY-ONE (31) DEGREES THIRTY (30) MINUTES EAST SEVEN HUNDRED SIXTY (760) FEET TO A POINT; THENCE NORTH FIFTY-SEVEN (57) DEGREES FORTY-FIVE MINUTES (45') WEST THREE HUNDRED SEVENTY-FIVE (375) FEET TO THE POINT OR BEGINNING OF THE TRACT HEREIN DESCRIBED, AND CONTAINING SIX AND FIVE TENTHS (6.5) ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-A, Residential Agricultural District to I-1, Light Industry District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in I-1, Light Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-1, Light Industry District until all of the conditions set forth below have been complied with: 1) compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; and 2) full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 28th day of March, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 15th day of March, 2023 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **6815 Cary Hamilton Road** (North side of Cary Hamilton Road at the North terminus of Peary Road).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-A, Residential Agricultural District to I-1, Light Industry District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-1** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-1** districts until the following conditions have been complied with: **1) compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; and 2) full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2023

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

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

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

COMMENCING AT A POINT WHERE THE SOUTH LINE OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF THE L & N R.R. (100 FOOT RIGHT-OF-WAY), RUN THENCE NORTH 33 DEGREES 20 MINUTES EAST ALONG SAID RAILROAD RIGHT-OF-WAY LINE 1477 FEET TO A POINT, THENCE SOUTH 57 DEGREES 41 MINUTES EAST ALONG NORTHERLY LINE OF WILLARD LANE 375.4 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PROPERTY, THENCE CONTINUE SOUTH 57 DEGREES 41 MINUTES EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WILLARD LANE 464.45 FEET TO A CONCRETE MONUMENT, THENCE NORTH 33 DEGREES 19 MINUTES EAST 594.4 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 89 DEGREES 18 MINUTES 38 SECONDS EAST 608.7 FEET TO A CONCRETE MONUMENT, THENCE NORTH 01 DEGREES 11 MINUTES EAST ALONG NORTH-SOUTH HALF SECTION LINE 779.8 FEET TO A CONCRETE MONUMENT, THENCE NORTH 89 DEGREES 20 MINUTES WEST ALONG SOUTH LINE OF U.S. GOVERNMENT RESERVATION LANDS 1113.2 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 33 DEGREES 20 MINUTES WEST ALONG EASTERLY RIGHT-OF-WAY LINE OF L & N R. R. 267 FEET TO A POINT, THENCE SOUTH 57 DEGREES 41 MINUTES EAST ALONG NORTHERLY LINE OF H. E. BOLTON, JR., PROPERTY 375 FEET TO A POINT, THENCE SOUTH 33 DEGREES 18 MINUTES WEST ALONG EASTERLY LINE OF H. E. BOLTON, JR., PROPERTY 730 FEET TO THE POINT OF BEGINNING, CONTAINING 24.46 ACRES.

AND

COMMENCE AT THE CENTER OF SECTION THREE (3), TOWNSHIP SIX (6) SOUTH, RANGE TWO (2) WEST; THENCE RUN WEST SEVEN HUNDRED FIFTY-EIGHT (758) FEET TO THE EASTERN MOST RIGHT OF WAY OF THE L. & N. RAILROAD; THENCE SOUTH THIRTY-ONE (31) DEGREES THIRTY (30) MINUTES WEST NINE HUNDRED (900) FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE SOUTH THIRTY-ONE DEGREES (31°) THIRTY MINUTES (30') WEST SEVEN HUNDRED SIXTY (760) FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EASTERN RIGHT OF WAY OF THE L. & N. RAILROAD AND THE CENTER LINE OF A COUNTY ROAD; THENCE SOUTH FIFTY-SEVEN (57) DEGREES EAST THREE HUNDRED SEVENTY-FIVE AND FOUR TENTHS (375.4) FEET TO A POINT ON THE CENTER LINE OF SAID COUNTY ROAD; THENCE NORTH THIRTY-ONE (31) DEGREES THIRTY (30) MINUTES EAST SEVEN HUNDRED SIXTY (760) FEET TO A POINT; THENCE NORTH FIFTY-SEVEN (57) DEGREES FORTY-FIVE MINUTES (45') WEST THREE HUNDRED SEVENTY-FIVE (375) FEET TO THE POINT OR BEGINNING OF THE TRACT HEREIN DESCRIBED, AND CONTAINING SIX AND FIVE TENTHS (6.5) ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-A, Residential Agricultural District to I-1, Light Industry District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **I-1, Light Industry District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-1, Light Industry District** until all of the conditions set forth below have been complied with: **1) compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; and 2) full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Adam J. Metcalfe
6815 Cary Hamilton Road
North side of Cary Hamilton Road at the North terminus of Peary Road
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

February 16, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of February 15, 2023 considered the request of **Adam J. Metcalfe** for a change in zoning from **R-A, Residential Agricultural District to I-1, Light Industry District** for the property located at **6815 Cary Hamilton Road** (North side of Cary Hamilton Road at the North terminus of Peary Road).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; and 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 22, 2023

Adam Metcalfe
5 Dauphin Street
Mobile, Alabama 36602

Re: **6815 Cary Hamilton Road**
(North side of Cary Hamilton Road at the North terminus of Peary Road).
Council District 4
ZON-002377-2023 (Rezoning)
Adam J. Metcalfe
Rezoning from R-A, Residential Agricultural District to I-1, Light Industry District.

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

At its meeting on February 15, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following condition prevails to support the rezoning request:

1) **changing conditions in a particular area make a change in the Ordinance necessary and desirable; and**
2) **there is a need to increase the number of sites available to business or industry.**

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1) **compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; and**
2) **full compliance with all municipal codes and ordinances.**

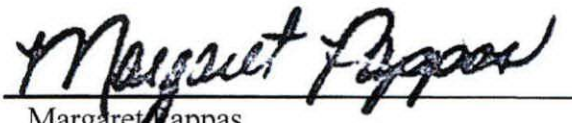
The advertising fee for this application based on the current legal description is $435.10. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

ZON-002377-2023 ADAM J. METCALFE
February 22, 2023

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **6815 Cary Hamilton Road**
(North side of Cary Hamilton Road at the North terminus of Peary Road).
Council District 4
ZON-002377-2023 (Rezoning)
Adam J. Metcalfe
Rezoning from R-A, Residential Agricultural District to I-1, Light Industry District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Wednesday, February 15, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from R-A, Residential Agricultural District to I-1, Light Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Tuesday, February 14, 2023,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **6815 Cary Hamilton Road**
(North side of Cary Hamilton Road at the North terminus of Peary Road).
Council District 4
ZON-002377-2023 (Rezoning)
Adam J. Metcalfe
Rezoning from R-A, Residential Agricultural District to I-1, Light Industry District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Wednesday, February 15, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from R-A, Residential Agricultural District to I-1, Light Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Tuesday, February 14, 2023,** to allow adequate time for the Commission members to review the information.

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

ZON-002377-2023

City of Mobile · Planning & Zoning

Planning Commission Application

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) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ **Zoning Change**	☐ **Planning Approval**	☐ **Planned Unit Development**
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost**)

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Adam J. Metcalfe — Name

adam@metcalfeco.com — Email

Post Office Box 2903, Mobile, AL 36652 — Full Address (Street, City, State, Zip)

251-432-2600 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Charles A. Bolton, et al & Henry E. Bolton, Jr. — Name

Name (other owners, optional)

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

6815 Carey Hamilton Road, Theodore, AL — Property Address

02-38-02-03-33-00-0006 & R02-38-02-03-30-00005.01 — Parcel Number

Property Area (acres or square feet)

R-A, Residential & Agricultural — Present Zoning

I-1, Light Industrial — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

1-20-2023

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

10. 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).

11. 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.

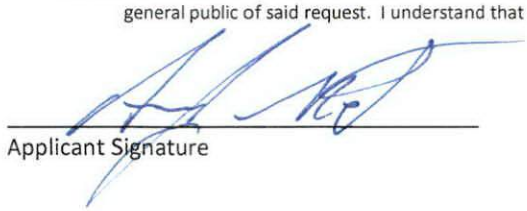


Applicant Signature

1-13-23
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 rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.



Applicant Signature

1-13-23
Date

1-20-2023

Zoning Consistency

The subject property was zoned R-A, Residential Agricultural when it was annexed into the City of Mobile. The reason for this uncommon classification within the city limits was due to it being used for farming and livestock grazing for the last 100 years by and in the same family.

The property is unique in many ways including that it is bordered by and surrounded by I-1, B-3, B-5, R-3 and R-1 zoning classifications. Additionally, the property is bordered on three sides by a rail mainline and CSX spurs. Additionally, along with its size, topography and availability of utilities makes it truly unique and perfectly suited for light industrial development.

The FLUM shows this property to be Low-Density Residential. This designation is not accurate or practical given the area, adjacent proximity to existing industrial zoning, that it is bordered on three sides by active railroad tracks and the existing and changing conditions.

There are other FLUM inconsistencies including that the existing adjacent R-3 multifamily development is designated as Low-Density Residential, and an adjacent large parcel is designated as light industrial and is in use. Even if this property were not to be rezoned, it will never be put into use as Low-Density Residential.

This City's plans and objectives with industrial development is to have them locate away from the downtown waterfront and from the Africatown community. This proposed development fits perfectly with these plans and objections.

Zoning Statement and Narrative

Need for Industrial Sites

The developer for this site is BendPak. BendPak is a distributor of automotive lifts and shop equipment based in Santa Paula, CA. In 2020 the company purchased a 100,000 square foot warehouse on Willis Road near Highway 90 and Interstate 10 to establish an East Coast distribution division for their products that now come into the eastern US via the Port of Mobile. This move to Mobile was heralded by Mayor Stimpson and the Chamber of Commerce as a major local success story.

After establishing operations in Mobile the company was so pleased that it built another building on an adjacent property consisting of 88,000 square feet. After their continued success in Mobile the company has revised its long term business strategy to move up to 75% of its entire operations to Mobile.

Since there is no more property located adjacent to or near their existing facilities, they began searching for a suitable location to accommodate their near and long term business needs and strategies. After much diligent searching they identified the subject property and has since placed in under contract and the contract is subject to this proposed zoning change and subdivision.

This situation illustrates the fact that there is an ever increasing need and demand for industrial sites in the city and county. This makes it necessary and desirable to rezone and extend the boundaries of existing and adjacent I-1, Light Industrial districts, which this application does.

Changes in Conditions

This subject property is situated near the southeastern quadrant of Highway 90 and Hamilton Boulevard/Theodore Dawes road and is less than two mile from the intersection of Interstate 10 and Theodore Dawes Road. Hamilton Boulevard consists of both heavy and light industrial zoning and uses stretching from Highway 90 east to beyond Rangeline Road.

The areas surrounding Interstate 10 and Theodore Dawes Road has emerged the "Center of Gravity" for new large industrial distribution facilities and development. The northwest quadrant is home to both Federal Express, Amazon and others with facilities totaling close to 1,000,000 square feet of space.

The southwest quadrant is the location of the South Alabama Logistics Park which is a public/private venture with plans for years of development with large industrial distribution facilities.

The availability of suitable land in Mobile for industrial is extremely limited. With the lack of available and suitable land for development to keep up with the current demand for

warehouse/distribution space, there is a distinct need and demand for properly zoned sites. The Mobile Area Chamber of Commerce estimates the need for an additional 30 million square feet of space in the coming years to keep up with the demand being created by E Commerce and the rapid growth of the Mobile Container Port. The plan for this property is to build a first-class warehouse/distribution buildings with the first to begin construction as soon as possible.

The residential element in this particular area has been in decline for decades and new residential development is not practical or feasible. There are three residential structures across Carey Hamilton Road to the south of the subject property. One is abandoned and uninhabitable. One is unoccupied and the furthest one to the east is occupied, but the subject property is visually shielded by trees from this home. In my opinion, based on over 30 years in the commercial and industrial real estate business, this property has practically no value or utility with its current zoning classification, nor Low-Density Residential as shown on the FLUM.

Addendum to Zoning Statement and Narrative
for the Rezoning of 6815 Cary Hamilton Road

The reasoning for our request for the I-1, Light Industrial zoning classification is due to the anticipated yard need for outside storage, laydown and trailer parking.

January 10, 2023

City of Mobile
Planning and Zoning Department
Post Office Box 1827
Mobile, AL 36633

RE: AGENT AUTHORIZATION FOR ZONING AND SUBDIVISION APPLICATIONS
6815 CARY HAMILTON ROAD
THEODORE, ALABAMA

To Whom It May Concern:

This letter shall authorize Adam J. Metcalfe to act as our Agent in the application for rezoning and subdivision of our property on Cary Hamilton Road.

H. E. Bolton, Jr.

Anita B. Mitchell

Charles A. Bolton (on behalf of Charles Bolton

Leslie Harrington (on behalf of Charles Bolton

January 10, 2023

City of Mobile
Planning and Zoning Department
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Anita B. Mitchell



_____
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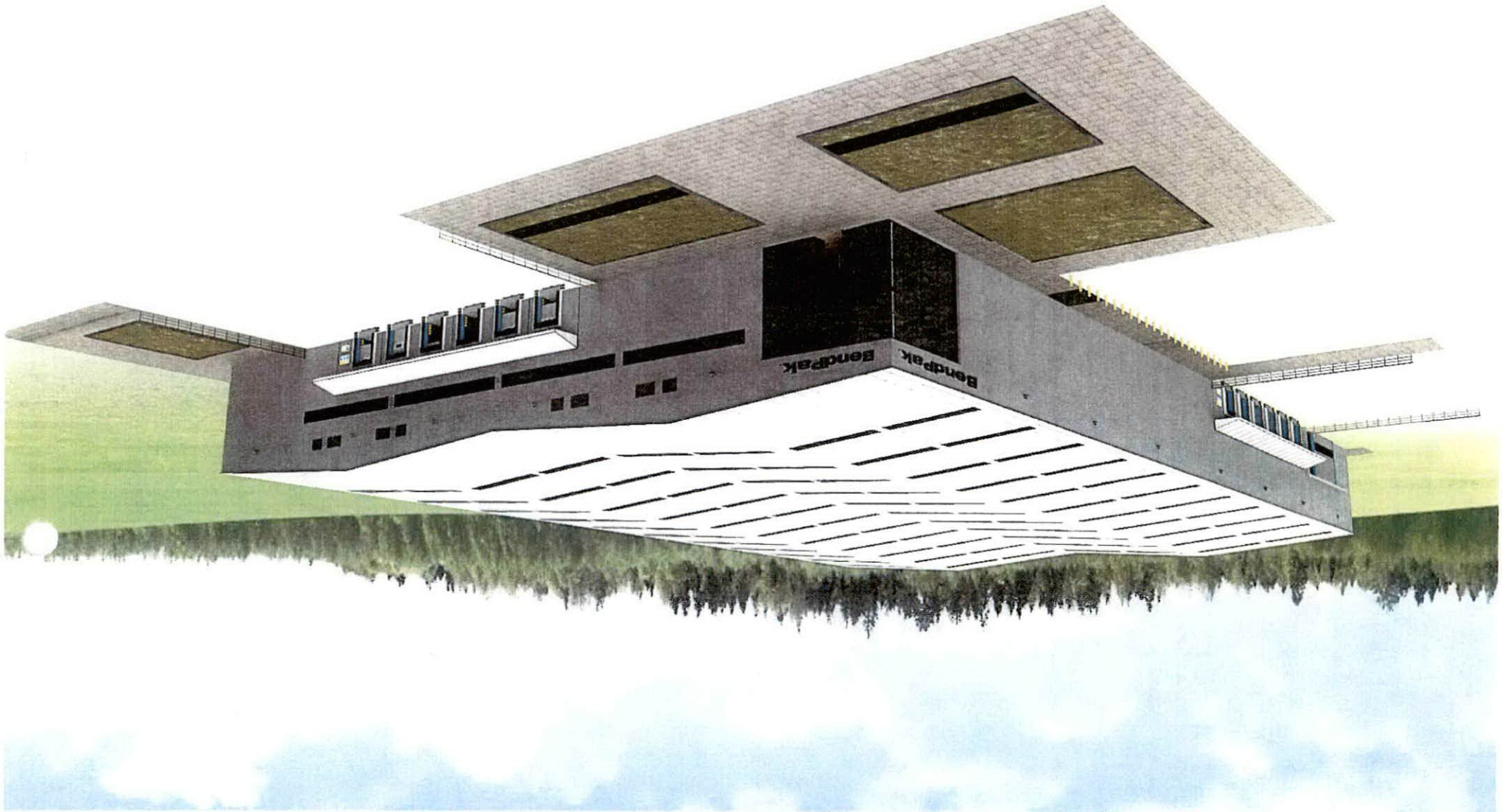
Leslie Harrington (on behalf of Charles Bolton

Parcel numbers:

02-38-02-03-33-00-0006 & R02-38-02-03-30-00005.01

LOT 1 LEGAL DESCRIPTION DERIVED FROM SURVEY:

Beginning at the intersection of the East right of way line of the CSX Railroad, 100-foot railroad R\W), with the North right of way line of Carey Hamilton Road, 60'-foot public R\W), in Section 3, Township 8 South, Range 2 West, Mobile County, Alabama, said point lying and being 78.42 feet North and 14.14 feet West of the Northeast corner of Lot of the Resubdivision of Lot 8, Thomas Addition to Theodore, as recorded in Map Book 134, page 96 of the Probate Court Records, Mobile County, Alabama; Thence N-32°-53'-08"-E, along the East right of way line of said CSX Railroad, for 889.50 feet; Thence S-88°-38'-53"-E, leaving the East right of way line of said CSX Railroad, for 111.05 feet to a point at the Northwest corner of Lot 2, Norden Paper Subdivision, as recorded in Map Book 131, page 52 of the Probate Court Records, Mobile County, Alabama; Thence S-00°-37'-51"-W, along the West line of said Lot 2, for 780.44 feet; Thence N-89°-34'-35"-W, leaving the West line of said Lot 2, for 608.83 feet; Thence S-32°-30'-45"-W for 585.63 feet to a point on the North right of way line of aforesaid Carey Hamilton Road; Thence Northwesterly, along the North right of way line of said Carey Hamilton Road and around a curve to the left having a radius of 283.53 feet and a delta angle of 05°-20'-16", the chord of which bears N-55°-28'-52"-W for 27.34 feet, for an arc distance of 27.34 feet; Thence N-58°-09'-00"-W, along the North right of way line of said Carey Hamilton Road, for 811.69 feet to the Point of Beginning and containing 1339864 square feet or 30.754 acres, more or less.


BendPak
BendPak
BendPak



Ferguson Enterprises, Inc.
751 Lakefront Commons
Newport News, VA 23606

Alabama State Docks Dept.
Post Office Box 1588
Mobile, AL 36601

Michael Jermaine Taylor
2750 S. Faure Drive
Mobile, AL 36605

Richeleiu East, Ltd.
Post Office Box 20168
Tuscaloosa, AL 35402

Richeleiu East Unit 2, Ltd.
Post Office Box 20168
Tuscaloosa, AL 35402

Linda K. Glisson
3867 San Juan Drive
Mobile, AL 36609

Anita B. Mitchell
22447 Inverness Way
Foley, AL 36535

Roofer's Mart Southeast, Inc.
429 Industrial Lane
Birmingham, Al 35211

ColyJohn Associates, LLC
2936 Pine Creek Drive
Mobile, AL 36693

ColyJohn-One Associates, LLC
2936 Pine Creek Drive
Mobile, AL 36693

Travis & Renarda Durgin
7042 Pope Court
Theodore, AL 36582

Fredrick Fraser & Shajuana Mills Williams
6880 Cary Hamilton Road
Theodore, AL 36582

Enoch Petit-Homme
6880 Cary Hamilton Road
Theodore, AL 36582

Gloria Slaughter
5180 Washington Blvd.
Theodore, AL 36582

Diversified Foods & Seasonings, Inc.
2601 Severn Avenue, Ste. 202
Metairie, LA 70002

Mackerel Investments, LLC
1840 Jutland Drive
Harvey, LA 70058

Henry E. Bolton, Jr.
5450 Rabbit Creek Drive
Theodore, AL 36582

Charles N. Bolton
c/o Scott A. Bolton
5319 90, Ste. 102
Mobile, AL 36619

Sue K. Jackson
Post Office Box 1392
Theodore, AL 36590

Louisville & Nashville RR C
c/o Robert F. Steins
908 West Broadway
Louisville, KY 40201

Charles A. Bolton, et al
Henry E. Bolton, Jr.
5480 Rabbit Creek Drive
Theodore, AL 36582

Adam J. Metcalfe
Post Office Box 2903
Mobile, AL 36652

SUBDIVISION & ZONING AMENDMENT STAFF REPORT Date: February 15, 2023

APPLICANT NAME Adam J. Metcalfe

SUBDIVISION NAME Theodore Distribution Complex Subdivision

LOCATION 6815 Cary Hamilton Road
(North side of Cary Hamilton Road at the North terminus of Peary Road).

CITY COUNCIL DISTRICT Council District 4

PRESENT ZONING R-A, Residential-Agricultural District

PROPOSED ZONING I-1, Light Industry District

AREA OF PROPERTY 1 Lot / 30.8± Acres

CONTEMPLATED USE Subdivision Approval to create one (1) legal lot of record from two (2) existing metes-and-bounds parcels, and Rezoning from R-A, Residential-Agricultural District, to I-1, Light Industry District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Show and label the monument set or found at the PC of the C1.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #96) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 5,000 sf.

D. 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.

E. 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.

F. 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.

G. 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.

H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.

I. 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 Site is limited to one curb cut with any changes in 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 the City's Zoning Ordinance.

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

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

TIME SCHEDULE FOR DEVELOPMENT None provided.

REMARKS The applicant is requesting Subdivision Approval to create one (1) legal lot of record from two (2) existing metes-and-bounds parcels, and Rezoning from R-A, Residential-Agricultural District, to I-1, Light Industry District.

The site has been given a Low Density Residential (LDR) land use designation, per the Future Land Use Plan and Map adopted May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

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

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

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

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

The applicant proposes to create one (1) legal lot of record from two (2) existing metes-and-bounds parcels. The proposed lot exceeds the minimum requirements of the Subdivision Regulations.

The site has frontage along Cary Hamilton Road, which is a minor street without curb and gutter, but with a compliant 60-foot right-of-way; therefore, no frontage dedication would be required. The right-of-way width of Cary Hamilton Road should be retained on the Final Plat, if approved. As on the preliminary plat, the lot size label in both square feet and acres should be retained on the Final Plat, if approved, or a table should be furnished on the Final Plat providing the same information.

The 25-foot minimum building setback line along Cary Hamilton Road is not illustrated on the preliminary plat. Therefore, if approved, the plat should be revised to illustrate the 25-foot minimum building setback line along Cary Hamilton Road. The plat indicates a 50-foot Alabama Power Company easement along most of the Western boundary of the site. Therefore, a note should be required on the Final Plat, if approved, stating that no structure may be constructed or located within any easement without the permission of the easement holder.

As per the Traffic Engineering comments, the site is limited to one curb cut with any changes in 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 the City's Zoning Ordinance. A note should be required on the Final Plat stating these comments.

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

The site is bounded to the North by R-1, Single-Family Residential District, used as a railroad access by the Alabama State Docks. To the West, across the CSX Railroad right-of-way, is B-5, Office-Distribution District, used as warehousing, supply services and retail sales and repair services. Across Cary Hamilton Road, to the South, is R-1 zoning in use as mainly vacant single-family dwellings. Adjacent to the site to the South is additional vacant R-1 zoning, and R-3, Multi-Family Residential District, used as an apartment complex Adjacent to the site to the East is I-1 zoning in use as a building roofing truss manufacturing facility.

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

Need for Industrial Sites

The developer for this site is BendPak. BendPak is a distributor of automotive lifts and shop equipment based in Santa Paula, CA. In 2020 the company purchased a 100,000 square foot warehouse on Willis Road near Highway 90 and Interstate 10 to establish an East Coast distribution division for their products that now come into the eastern US via the Port of Mobile. This move to Mobile was heralded by Mayor Stimpson and the Chamber of Commerce as a major local success story.

After establishing operations in Mobile the company was so pleased that it built another building on an adjacent property consisting of 88,000 square feet. After their continued success in Mobile the company has revised its long term business strategy to move up to 75% of its entire operations to Mobile.

Since there is no more property located adjacent to or near their existing facilities, they began searching for a suitable location to accommodate their near and long term business needs and strategies. After much diligent searching they identified the subject property and has since placed in under contract and the contract is subject to this proposed zoning change and subdivision.

This situation illustrates the fact that there is an ever increasing need and demand for industrial sites in the city and county. This makes it necessary and desirable to rezone and extend the boundaries of existing and adjacent 1-1, Light Industrial districts, which this application does.

Changes in Conditions

This subject property is situated near the southeastern quadrant of Highway 90 and Hamilton Boulevard/Theodore Dawes road and is less than two mile from the intersection of Interstate 10 and Theodore Dawes Road. Hamilton Boulevard consists of both heavy and light industrial zoning and uses stretching from Highway 90 east to beyond Rangeline Road.

The areas surrounding Interstate 10 and Theodore Dawes Road has emerged the "Center of Gravity" for new large industrial distribution facilities and development. The northwest quadrant is home to both Federal Express, Amazon and others with facilities totaling close to 1,000,000 square feet of space.

The southwest quadrant is the location of the South Alabama Logistics Park which is a public/private venture with plans for years of development with large industrial distribution facilities.

The availability of suitable land in Mobile for industrial is extremely limited. With the lack of available and suitable land for development to keep up with the current demand for warehouse/distribution space, there is a distinct need and demand for properly zoned sites. The Mobile Area Chamber of Commerce estimates the need for an additional 30 million square feet of space in the coming years to keep up with the demand being created by E Commerce and the rapid growth of the Mobile Container Port. The plan for this property is to build a first-class warehouse/distribution buildings with the first to begin construction as soon as possible.

The residential element in this particular area has been in decline for decades and new residential development is not practical or feasible. There are three residential structures across Carey Hamilton Road to the south of the subject property. One is abandoned and uninhabitable. One is unoccupied and the furthest one to the east is occupied, but the subject property is visually shielded by trees from this home. In my opinion, based on over 30 years in the commercial and industrial real estate business, this property has practically no value or utility with its current zoning classification, nor Low-Density Residential as shown on the FLUM.

The reasoning for our request for the 1-1, Light Industrial zoning classification is due to the anticipated yard need for outside storage, laydown and trailer parking..

The applicant contends that changing conditions in a particular area make a change in the Ordinance necessary and desirable, and that there is a need to increase the number of sites available to business or industry. The surrounding area has been changing since the closure of the Theodore Naval Ammunition Magazine in the mid 1960's when the vast area of the military reservation became available for industrial development known as the Theodore Industrial Park. The development within the original boundaries of the military reservation has led to further industrial and support services development in the periphery due to the proximity to U.S. Highway 90 West and Hamilton Boulevard, both major roads, and the proximity to the CSX Railroad main line and

the spur railroad access to peripheral sites and those within the main industrial park. Due to the development of other sites adjacent to or within close proximity to major road systems, there is an increased need for the number of sites available for business or industrial development.

As the subject site is adjacent to both the CSX Railroad main line right-of-way, and the spur railroad access, there is little likelihood of residential development for the site. The site's proximity to both major roads and railroad access indicate its viability for industrial development. Moreover, the site would serve as an expansion of the existing I-1 zoning adjacent to the East. However, the site does abut an existing apartment complex and some of the structures across the street are residentially occupied; thus, a compliant buffer with evergreen landscape plantings and fencing should be required.

RECOMMENDATION

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

1) retention of the right-of-way width of Cary Hamilton Road on the Final Plat;
2) retention of the lot size label in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
3) revision of the plat to illustrate the 25-foot minimum building setback line along Cary Hamilton Road on the Final Plat;
4) placement of a note on the Final Plat stating that no structure may be constructed or located within any easement without the permission of the easement holder;
5) compliance with Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Show and label the monument set or found at the PC of the C1. C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #96) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 5,000 sf. D. 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. E. 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 F. 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. G. 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. H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. I. 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.);

6) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Site is limited to one curb cut with any changes in 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 the City's Zoning Ordinance.)*;
7) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);* and
8) compliance with Fire comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings).*

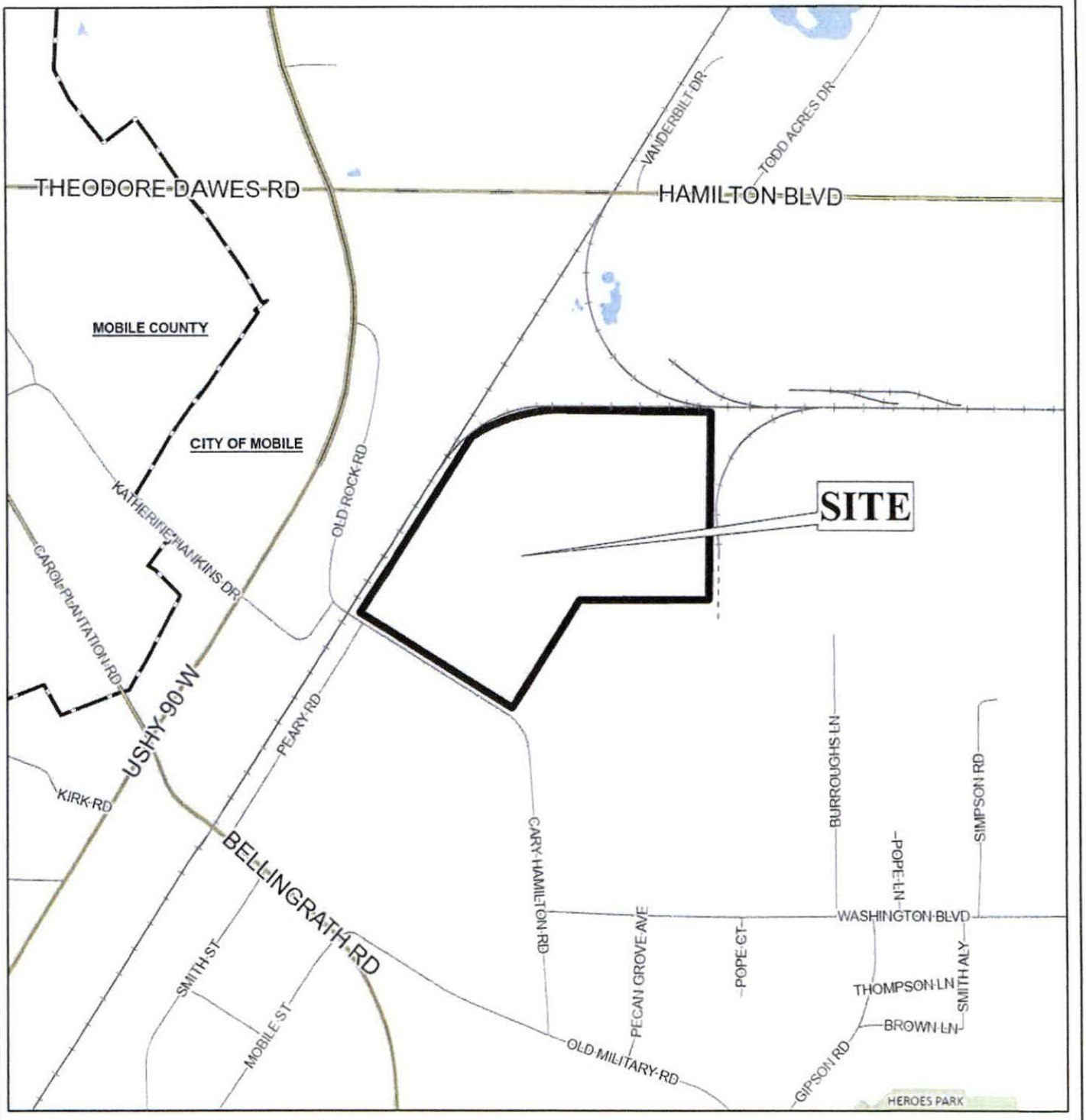
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

1) changing conditions in a particular area make a change in the Ordinance necessary and desirable; and
2) there is a need to increase the number of sites available to business or industry.

The rezoning should be subject to the following conditions:

1) compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 9 DATE February 15, 2023

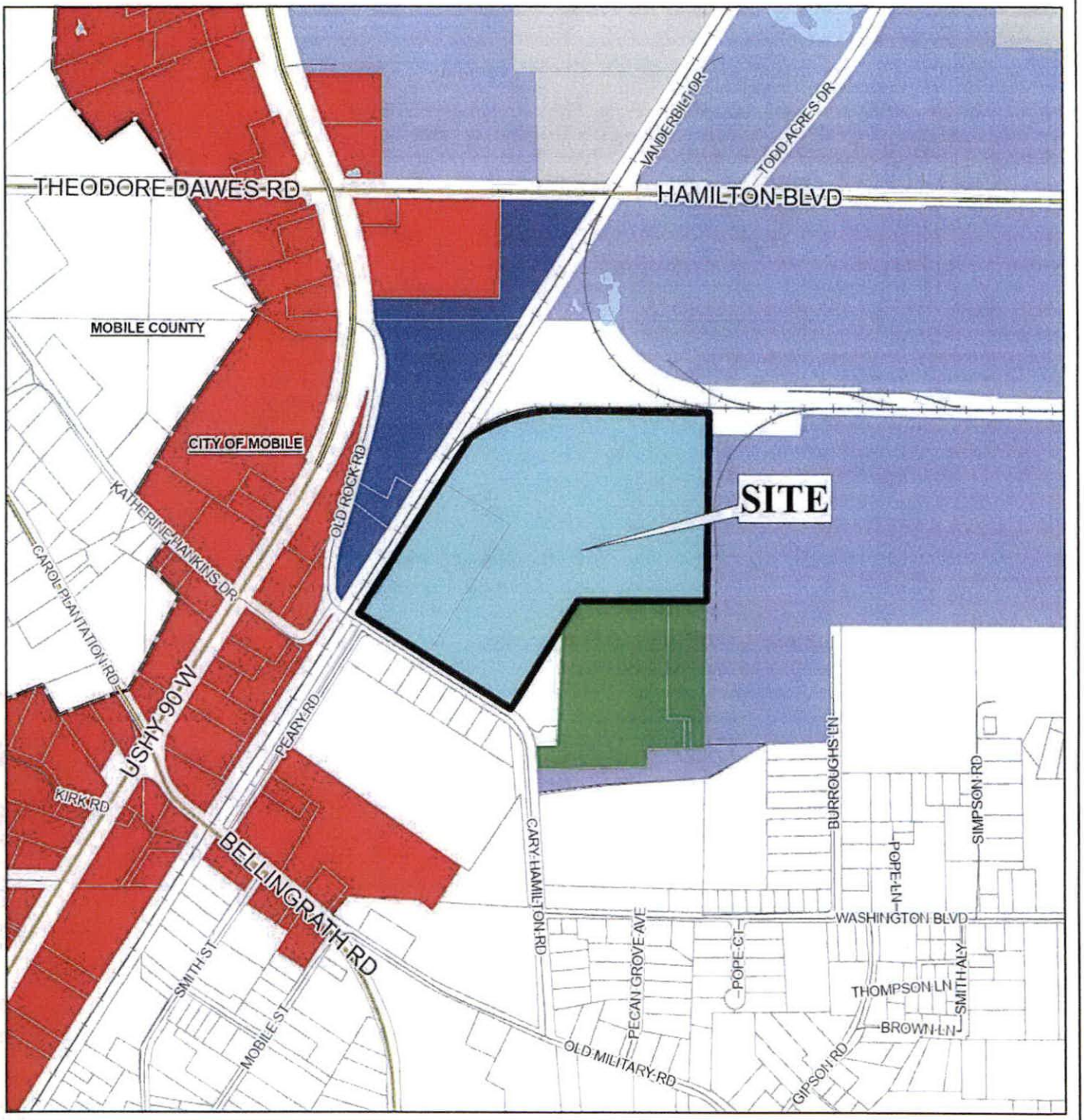
APPLICANT Theodore Distribution Complex Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE February 15, 2023

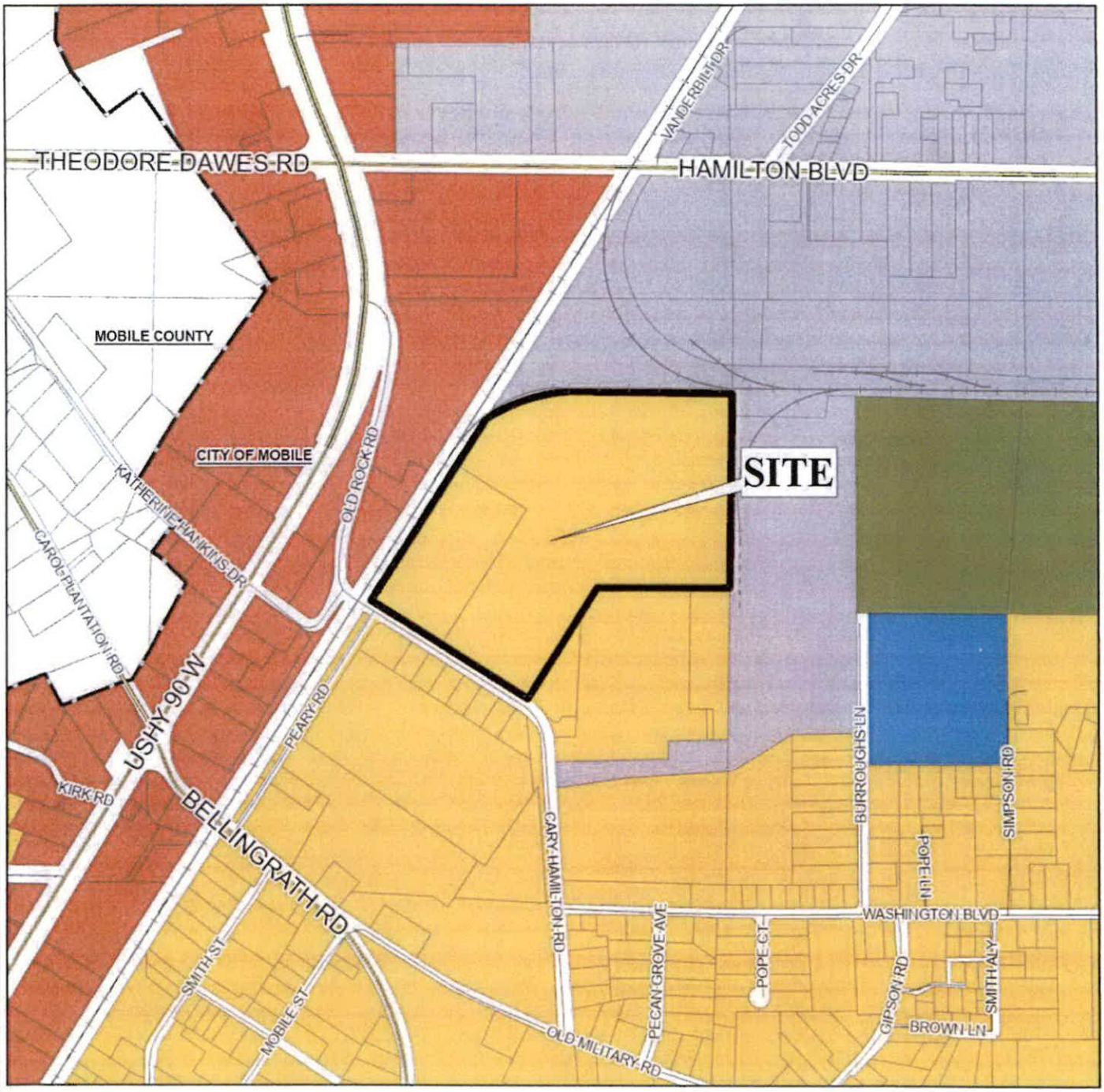
APPLICANT Theodore Distribution Complex Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE February 15, 2023

APPLICANT Theodore Distribution Complex Subdivision

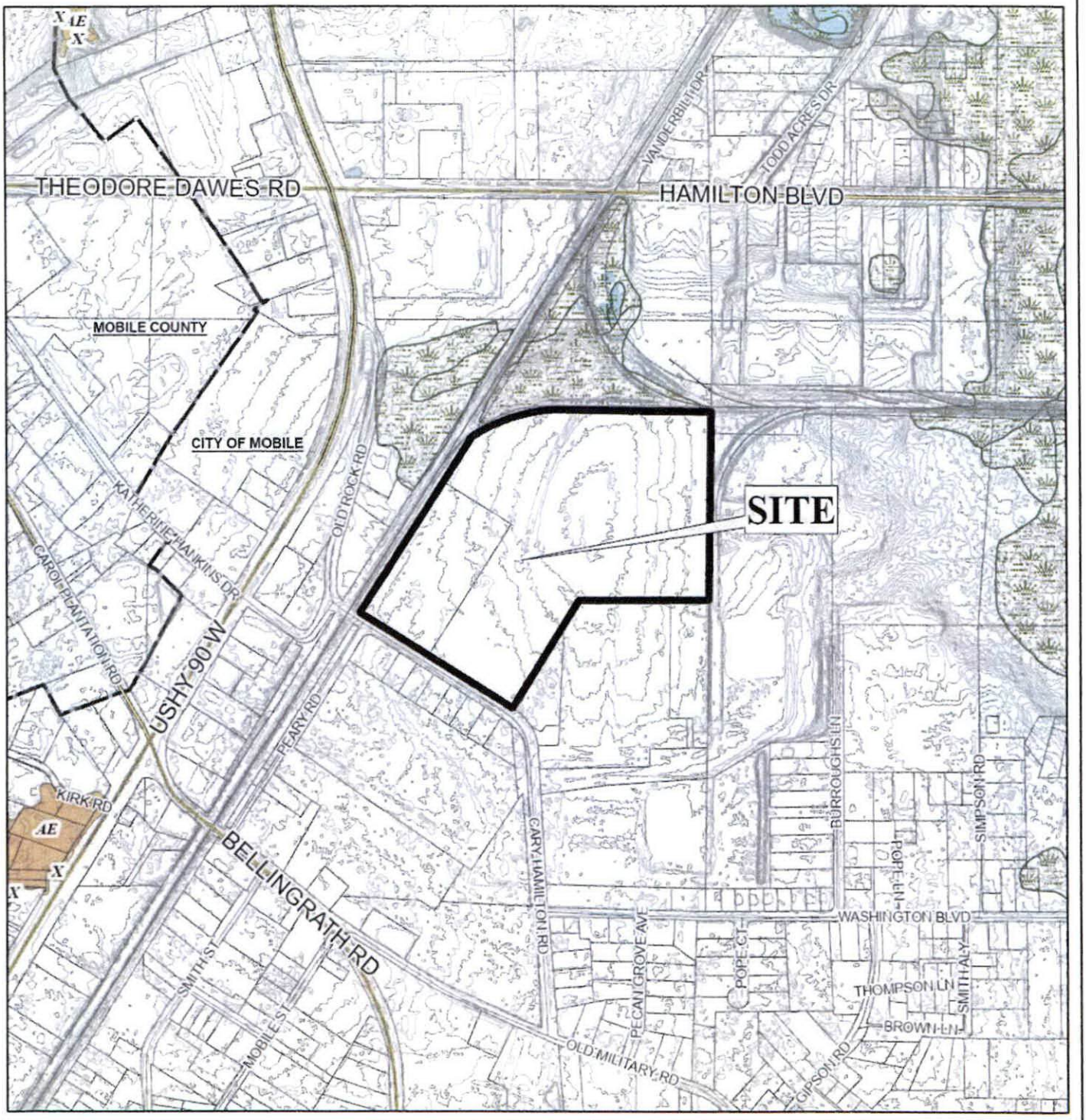
REQUEST Subdivision, Rezoning from R-A to I-1

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 9 DATE February 15, 2023

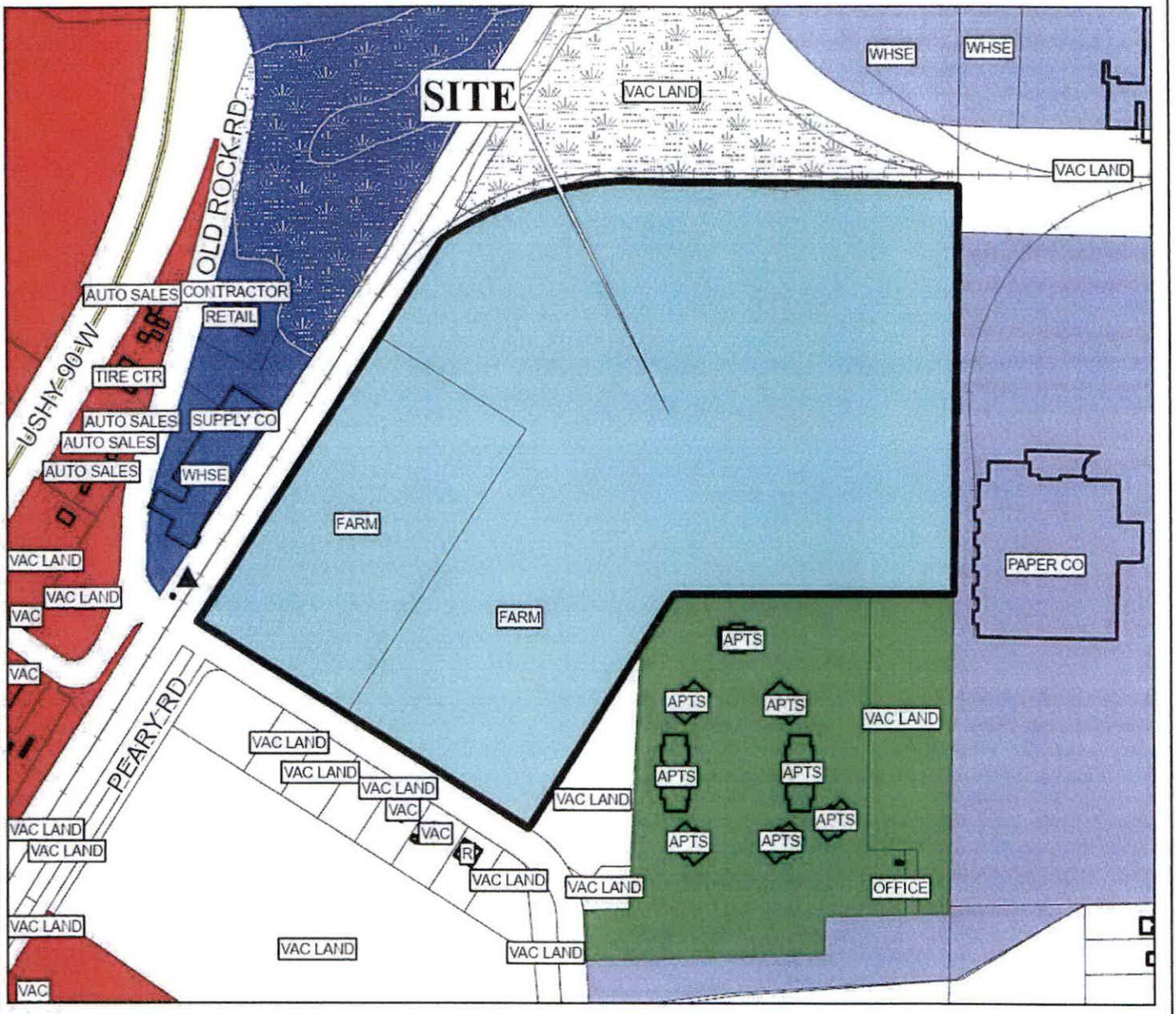
APPLICANT Theodore Distribution Complex Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units to the west, industrial units to the east, and residential units to the south.

APPLICATION NUMBER 9 DATE February 15, 2023

APPLICANT Theodore Distribution Complex Subdivision

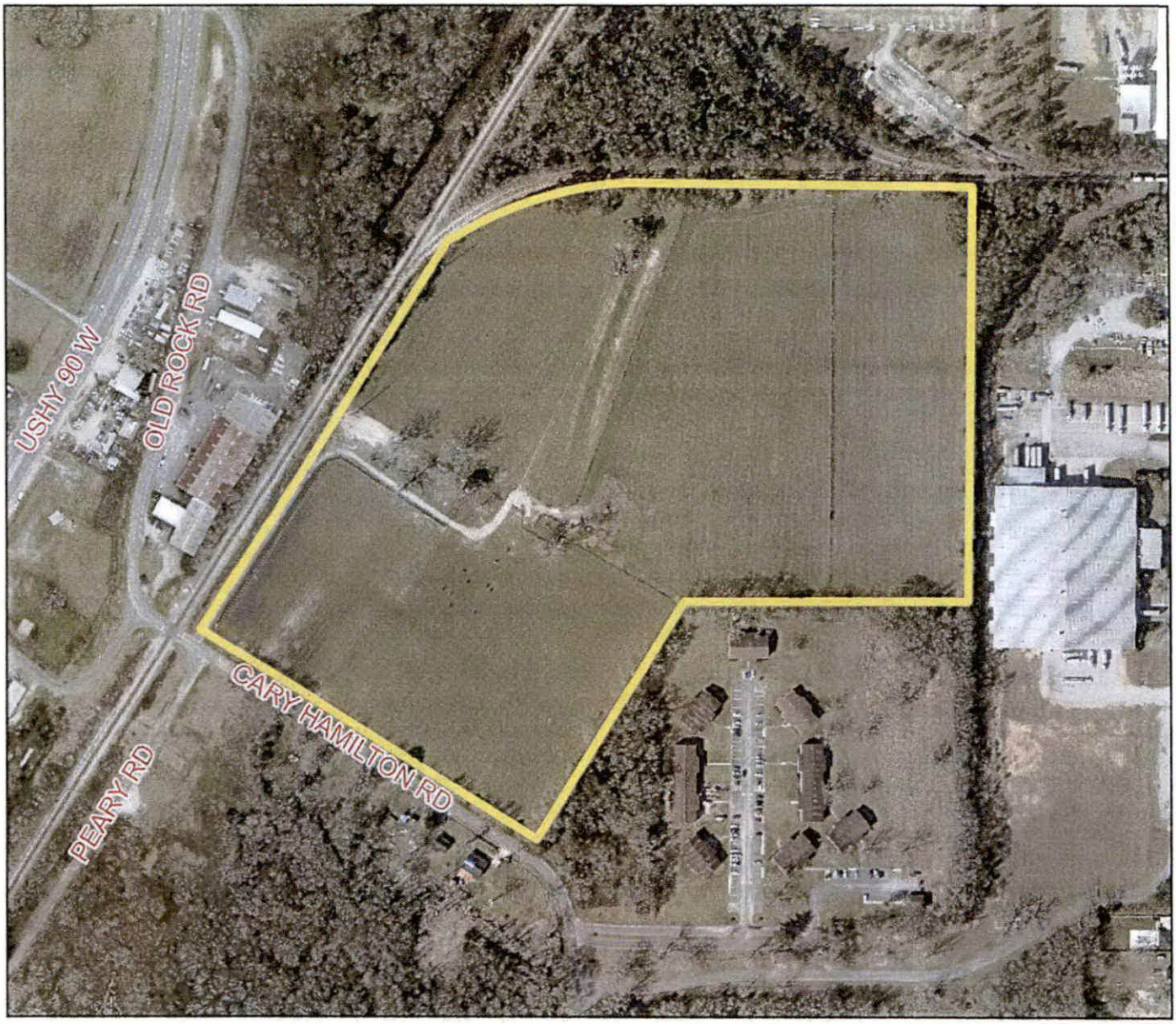
REQUEST Subdivision, Rezoning from R-A to I-1

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units to the west, industrial units to the east, and residential units to the south.

APPLICATION NUMBER 9 DATE February 15, 2023

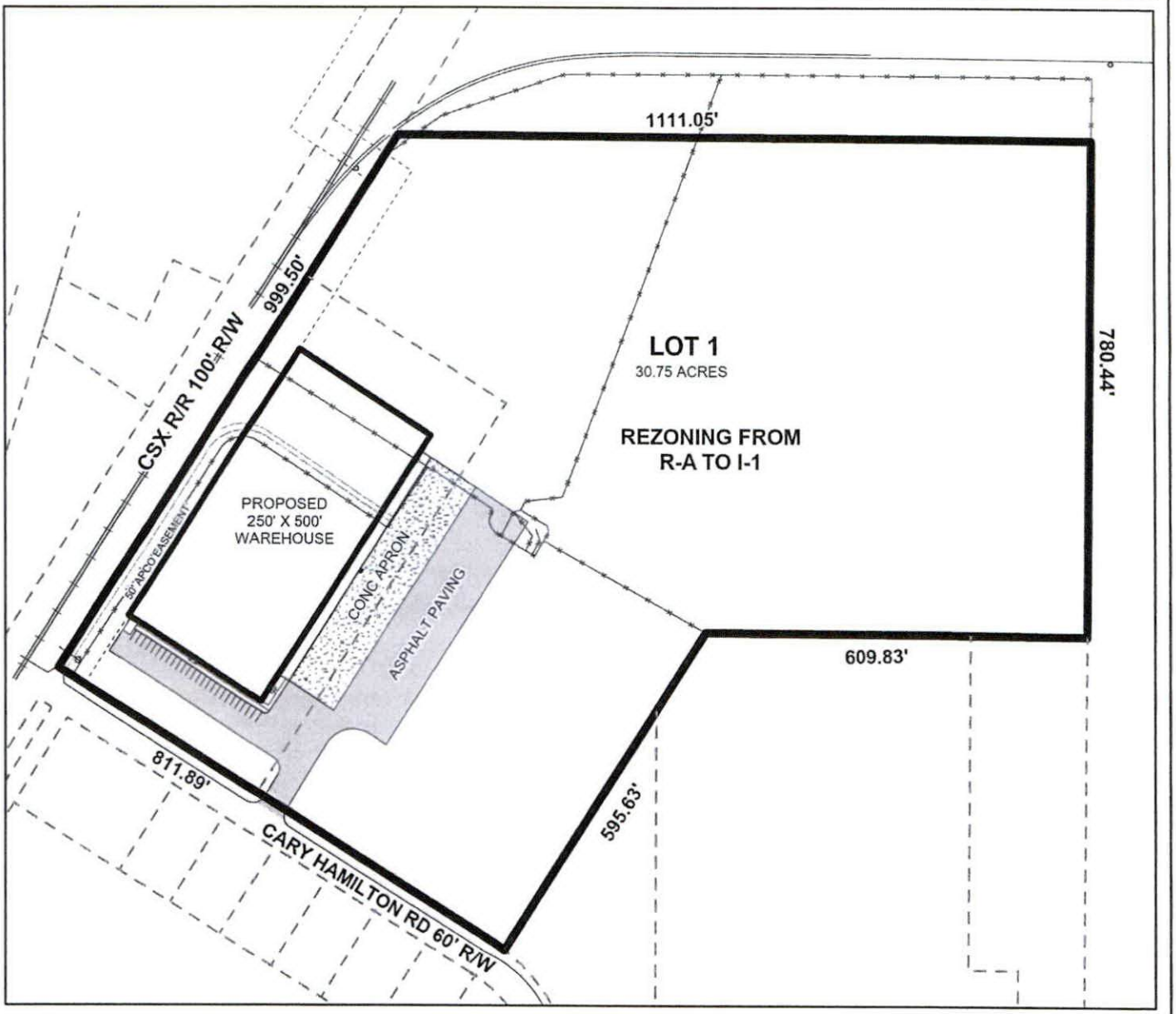
APPLICANT Theodore Distribution Complex Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

SITE PLAN



The site plan illustrates the proposed building, parking, and fencing.

APPLICATION NUMBER 9 DATE February 15, 2023

APPLICANT Theodore Distribution Complex Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Sponsored by:

Mayor William S. Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	3/24/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/24/2023 - 3:43 PM

34-017 2023

AN ORDINANCE TO LEVY TAXES FOR THIS TAX YEAR BEGINNING OCTOBER 1, 2023, AND FOR SUCCESSIVE YEARS, ON ALL REAL AND PERSONAL PROPERTY AND INTANGIBLES LOCATED IN CERTAIN AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE AND TO EXCEPT FROM SUCH TAXES OTHER AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE.

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

SECTION 1: For the purpose of paying the expenses of the City Government, the Council of the City of Mobile does hereby lay, levy, and assess for the municipal tax year, beginning October 1, 2023, and for successive tax years, ad valorem taxes on all real and personal property and intangibles located within the corporate limits of the City of Mobile, including, without limitations, property situated in the following described areas within the corporate limits of the City of Mobile, and which may be subjected to municipal ad valorem taxes under the Constitution and Laws of the State of Alabama, viz.:

“A”

Commencing at the intersection of the west harbor line of Mobile River and the township line between Township 3 south and Township 4 south; thence eastwardly along said township line to the point where the same Intersects the east shore line of Blakely Island on Polecat Bay; thence southwardly along the meanders of the said east shore line of Blakely Island and the north shore line of the Mobile Bay Bridge Causeway to a point on said north shore line of said Causeway where said shore line is intersected by the north south Coordinate Line 336,000 of the Transverse Mercator Projection for Alabama west Zone as used officially on Maps of the Mobile Bay area by the United States Corps of Engineers; thence south along said coordinate line to the point of its intersection with the south boundary line of Township 4 south, thence westwardly along said township line between Township 4 south and Township 5 south to the point where the same intersects the north right-of-way line of the Louisville and Nashville Railroad; thence southwestwardly along the north right-of-way line of the Louisville and Nashville Railroad to the west bank of Dog River; thence northwestwardly along the west bank of Dog River to the north bank of Bolton Branch; thence northwestwardly along the north bank of Bolton Branch to the range line between Range 1 west and Range 2 west of the St. Stephens Meridian; thence due north along said range line to the southwest corner of Section 6, Township 4 south, Range 1 west of the St. Stephens Meridian; thence east along the south line of Section 6, and continue east along the south line of Section 5 of said Township 4 south. Range 1 west in a straight line to the southeast line of Alley No. 1 (Prichard Lane); thence northeastwardly along the south property line of Alley No. 1 (Prichard Lane) to the point where the same intersects the east property line of College Avenue: thence southeastwardly along the east and north property lines of College

Avenue to the north property line of Sweeney's Lane; thence southwestwardly along the north property line of Sweeney's Lane to the west bank of Toulmin's Branch; thence southeastwardly along the west bank of Toulmin's Branch to a point directly west of the south boundary line to the City of Prichard; thence eastwardly, northwardly and eastwardly, along the boundary line of the City of Prichard to the southeast comer of the Craftview Court Subdivisions; thence directly eastwardly to the point of intersection of the west boundary line of West Highlands Subdivision; thence northwardly along the west boundary line of West Highlands Subdivision to the north boundary line of said Subdivision; thence eastwardly along the north boundary line of said subdivision to the west right-of-way line of Telegraph Road; thence northwestwardly along said right-of-way line to the south right-of-way line of the Bay Bridge Road; thence eastwardly along said south right-of-way line to the east right-of-way line of the Southern Railroad; thence northwestwardly along the east right-of-way line of the Southern Railroad to the point where the same intersects the township line between Township 3 south and Township 4 south; and thence eastwardly to the point of beginning at the intersection of said township line and the west harbor line of Mobile River.

"B"

Commencing at the intersection of the south right-of-way line of Bay Bridge Road with the east right-of-way line of the Southern Railroad; run thence eastwardly along the south right-of-way line of said Bay Bridge Road to its intersection with the center line of Paper Mill Road projected south; run thence northwardly, northwestwardly and westwardly, along the center line of Paper Mill Road projected southwardly and the center line of Paper Mill Road to its intersection with the eastern city limits of Prichard; run thence southwardly and eastwardly along the City Limits of Prichard to the point of beginning.

“C”

Commencing at a point where the north line of Section 7, Township 4 south, Range 1 west intersects the east right-of-way line of Federal Interstate Highway 1-65 (Belt Line Highway); run thence east along the north line of Section 7 and Section 8, Township 4 south, Range 1 west to the east right-of-way line of Mobile Street; run thence northeastwardly along the east line of said Mobile Street and the east line of Prichard Avenue West to the Prichard city limits; run thence northwestwardly along the boundary lines between Mobile and Prichard to where the same intersects the southeast right-of-way line of Federal Interstate Highway 1-65 (Belt Line Highway); run thence southwestwardly along the south and east right-of-way line of said Federal Interstate Highway I-65 to the point of beginning.

"D"

Commencing at the northeast corner of the northwest one-quarter of the northwest one quarter of Section 34, Township 3 South, Range 1 West; thence run southwardly, eastwardly, southwardly, westwardly, and southwardly along the Mobile-Prichard city limits line to the north line of Paper Mill Road (Diaz Street); run thence eastward and

southward along the north and east lines of Paper Mill Road to the line between Township 3 south and Township 4 south; run thence east along the line between Township 3 south and Township 4 south to the west bank of Mobile River; run thence northward along the west bank of Mobile River and Chickasaw Creek to the north line of Sections 34 and 35, Township 3 south, Range 1 west extended eastward; run thence west along the north line of Section 35 and 34, Township 3 south. Range 1 west to the point of beginning.

“E”

Commencing at the northwest corner of the northeast one-quarter of Section 1, Township 4 south. Range 2 west and run east along the north line of Section 1, Township 4 south. Range 2 west and Section 6, Township 4 south. Range 1 west, to the west line of Interstate Highway 1,-65; run thence northeastward along the west line of Interstate Highway 1-65 to the West Prichard City Limits; run thence southward along the Prichard city limits to the east line of interstate Highway 1-65; run thence southwestward along the east line of interstate Highway 1-65 to the south line of Section 6, Township 4 south, Range 1 west; run thence west along the south line of Section 6, Township 4 south, Range 1 west, and Section 1, Township 4 south, Range 2 west to the southwest corner of the southeast one-quarter of Section 1, Township 4 south, Range 2 west; run thence north along the north-south centerline of Section 1, Township 4 south, Range 2 west to the point of beginning.

“F”

All portions of any of the territory heretofore described in this Section which was brought into the corporate limits of the City by an election held pursuant to Article 2, Chapter 5. Title 37 of the Code of Alabama 1940, as amended, within ten years next immediately preceding the adoption of this Ordinance and which at the time it was brought within the City was used or occupied as or as a part of a mining, manufacturing, or industrial plant or construction, or which is used or occupied as or as a part of a railroad or street railroad, or for any other quasi-public use, and continues to be so used, and all property having a situs of such territory (but not including residences, dwelling houses, storehouses, commissaries, warehouses, or the land on which they are situated) shall be exempt from the taxes levied by this Ordinance for the tax year beginning October 1, 2017.

“G”

Commencing at the northeast corner of the northwest one-quarter of the northwest one quarter of Section 34, Township 3 south. Range 1 west, said corner being a corner of the city limits of the City of Mobile and City of Prichard and run thence westwardly, northwardly and eastwardly along the meanderings of the easterly city limits of Prichard and Chickasaw to the south right-of-way line of Viaduct Street; thence easterly and southeasterly along the south side of Viaduct Street and Gulf Warrior Road to a point; thence south a distance of 670 feet, more or less, to a point; thence east a distance of 300 feet, more or less, to a point on the westward property line of Warrior and Gulf Navigation Company: thence west along said property line 180 feet, more or less, to a

point; thence southwesterly along said property line a distance of 650 feet, more or less, to a point; thence run south along the west property line a distance of 1,362.28 feet to a point; thence turn a 90 degree 00’ angle to the left and run easterly along the south property line of south property line extended of Warrior and Gulf Navigation Company a distance of 1,600 feet to a point on the centerline of Chickasaw Creek; thence northerly and westerly along the centerline of Chickasaw Creek a distance of 13,200 feet, more or less, to a point on the northerly extension of the east property line of Chickasabogue Lumber Company; thence southerly along the northerly extension of and the east property line of Chickasabogue Lumber Company a distance of 350 feet, more or less, to the southeast property corner of Chickasabogue Lumber Company; said point being 100 feet south of the centerline of a railroad spur track; thence run in a westerly direction 100 feet south of and parallel with the centerline of said spur track a distance of 1,516.50 feet to a point on the east property line of T. Lee Robinson; thence south 27 degrees 36' west along the east property line of T. Lee Robinson a distance of 430 feet to the southeast property corner of T. Lee Robinson; thence easterly 100 feet to a point; thence south 14 degrees 21' west along the east property line of O'Neal Steel, Inc., a distance of 1,013.12 feet to a point; thence westerly a distance of 100 feet to a point; thence south 14 degrees 21’ west along the east property line of O'Neal Steel, Inc., a distance of 235 feet to the southeast comer of O'Neal Steel, Inc., property; thence southerly and parallel to the east right-of-way of Southern Railroad a distance of 210 feet, more or less, to a point on the Chickasaw City Limits that is 448 feet easterly of and perpendicular to the east right-ofway of Southern Railroad; thence westwardly and northwardly along the meanderings of the easterly City Limits of Chickasaw to the centerline of Chickasaw Creek; thence eastwardly along the meandering centerline of Chickasaw Creek 1,730 feet, more or less, to a point; thence north 05 degrees, 36' 05" east a distance of 960 feet, more or less, to a point on the south bank of Black Bayou; thence eastwardly along the south bank of Black Bayou 110 feet, more or less, to a point; thence north 05 degrees, 36' 05" west a distance of 4,020 feet, more or less, to a point on the south right-of-way of industrial Parkway Extension; thence northwestwardly and westwardly along said south right-of-way line a distance of 1,387.63 feet to a point on the east line of Norfolk-Southern Railroad right-of-way; thence north 05 degrees, 36' 05" east along the east right-of-way of Norfolk Southern Railroad right-of-way a distance of 1,010 feet to a point; thence south 84 degrees 23' 55" east a distance of 100 feet to a point; thence north 05 degrees, 36' 05" east a distance of 190 feet to a point; thence run east along a line parallel with the north line of the southeast quarter of Section 10, Township 3 south. Range 1 west a distance of 4,030 feet to a point lying 765 feet south of the northeast comer of the southeast quarter of Section 10, Township 3 south. Range 1 west; thence run north along the east line of Sections 10 and 3, Township 3 south. Range 1 west a distance of 7,950 feet, more or less to the south bank of Norton's Creek; run thence eastwardly and northwardly along the meanderings of the south and east bank of Norton's Creek to the point where the same meets the south bank of Bayou Sara; run thence eastwardly along the southerly and westerly bank of Bayou Sara to the point of intersection of the township line between Township 3 south and Township 2 south; run thence along said township line to the east boundary line of Mobile; run thence southwardly along the east boundary line of Mobile County to a point on said boundary 200 feet south of the Tensaw River Bridge on the Mobile Bay Causeway; run thence due west to a point of intersection with the north-south coordinate

line 336,000 of the Transverse Mercator Projection for Alabama West Zone as officially used on maps of the Mobile Bay Area by the United States Corps of Engineers: run thence north along said projection line to the north shoreline of the Mobile Bay Causeway; run thence westwardly and northwardly along the north shore line of the Mobile Bay Causeway and along the east shore line of Blakely Island to the point of intersection with the township line between Township 3 south and Township 4 south; run thence westwardly along said township line to. the point of intersection with the west harbor line of Mobile River, run thence northwardly along the west harbor line of Mobile River, and the west bank of Chickasabogue Creek to the point of intersection with the north line of Sections 34 and 35 projected eastwardly; run thence westwardly along the north line of Sections 34 and 35 and along said projection to the point of beginning.

Less and except the area described in the Alabama Legislative Act 98-597, that de-annexed and removed from within the boundary lines and corporate limits of the municipality of Mobile the area described in Act 98-597 as:

Commencing at the southeast comer of Section 2, T3S-R1W, Mobile, County, Alabama; thence along the east boundary of said Section 2, T3S-R1W run N 01 degrees 35' 03" E 1179.30 feet to a point on the south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. as per instrument from Jacintoport Corporation to Mobile River Coal Handling Facility, Inc., dated June 1, 1976 and the north boundary of United Gas Pipe Line right-of-way; said point being the POINT OF BEGINNING of the property herein described; thence along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc., and said north boundary of United Gas Pipe Line right-of-way run S 89 degrees 02' 57" E 268.44 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc., and said north boundary of United Gas Pipe Line right-of-way run S 89 degrees 35' 57" 1817.84 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run N 00 degrees 24' 03" E 113.90 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run N 70 degrees 36’ 03" E 965.33 feet to a point on the west line of a 25 foot Phillips Petroleum Company easement; thence along said West line of the 25 foot Phillips Petroleum easement run S 01 degrees 12' 36" W 3948.37 feet to a point on the north boundary of the property now or formerly of Southern Railway System; thence along said north boundary of Southern Railway System property run N: 89 degrees 42' 50" W 8150 feet, more or less, to a point on the east line of Section 10, T3S-R1W, Mobile County, Alabama; said point also being on the present corporate limits of the City of Saraland; thence along said west corporate limits of the City of Saraland and along the east line of Sections 10 and 3, T3S-R1W, run northwardly 6850 feet to a point on the centerline of Norton's Creek; thence along the meandering of said centerline of Norton's Creek and along the meandering of the centerline of Bayou Sara run northeastwardly 6850 feet, more or less, to a point on the Northward projection of the west boundary of the aforementioned Tract "A", Mobile River Coal Handling Facility, Inc.; thence along said northward projection of and the west boundary of Tract "A". Mobile River Coal Handling Facility, .Inc., run S 01 degrees 35' 03" W 4650 feet, more or less, to the southwest comer

of said Tract "A", Mobile River Coal Handling Facility, Inc., thence along the south line of said Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run S 89 degrees 02' 57" E 875.05 feet to the point of beginning. Described area contains 1,081 acres, more or less.

"H"

Commencing at the intersection of the southern margin of Dog River and the east right-of-way line of Dauphin Island Parkway (Cedar Point Road), Mobile County, Alabama; thence run south 14 degrees 39' west along said east right-of-way line of Dauphin Island Parkway a distance of 72.31 feet, more or less, to a one-half inch iron rod; thence continue south 14 degrees 39' west along said east right-of-way line a distance of 550.00 feet to the point of beginning: thence fun south 75 degrees 21' east a distance of 200.00 feet to a point; thence run north 14 degrees 39' east a distance of 510.00 feet, more or less, to the southern margin of Dog River; thence run eastwardly and southwardly along the southern and western margins respectively of Dog River and Mobile Bay a distance of 1,521.00 feet, more or less, to a point, said point being the intersection of the western margin of Mobile Bay and the north line of Lot 1, Block 1 of Bay Division, Hollinger's Island, as recorded in Map Book 3, Pages 109-110, of the records on file in the Office of the Judge of Probate Court of Mobile County, Alabama; thence run south 79 degrees 15' west along the north line of said Lot 1 distance of 832.17 feet, more or less, to the northwest comer of said Lot 1, said corner being the terminus of the east right-of-way line of the north extension of Bay Road; thence continue south 79 degrees 15' west along the terminus of said right-of-way a distance of 26.89 feet to a point; thence run north 75 degrees 01' west along the terminus of said right of way a distance of 25.06 feet to a point, said point being the terminus of the west right-of-way line of the north extension of said Bay Road; thence run north 85 degrees 23' west a distance of 135.00 feet to a point; thence run north 14 degrees 39' east a distance of 580.34 feet to a point; thence run north 45 degrees 21' west a distance of 247.51 feet to a point; thence run north 75 degrees 21' west a distance of 200.00 feet to a point on the east right-of-way line of Dauphin Island Parkway: thence run north 14 degrees 39' east along the east right-of-way line of Dauphin Island Parkway a distance of 100.00 feet to the point of beginning, containing 747,700 sq. ft. plus or minus, (17.165 Ac. plus or minus).

“I”

Commencing at the southeast corner of Section 7, Township 5 south, Range 2 west Mobile County, Alabama; run north 00 degrees 07' 30" east along the east line of said Section 7 to the northeast comer of the southeast quarter of the southeast quarter of Section 7 and the point of beginning: thence run west along the east-west centerline of the southeast and southwest quarters of Section 7 to a point on the northeast corner of the southwest quarter of the southwest quarter of Section 7; thence run north along, the north-south centerline of the southwest quarter to the southeast corner of the northeast quarter of the northwest quarter of the southwest quarter; thence run westwardly to the southwest comer of the northeast quarter of the northwest quarter of the southwest quarter of Section 7; thence run northwardly to the northwest comer of the northeast

quarter of the northwest quarter of the southwest quarter of Section 7; thence run eastwardly to the southwest corner of the southeast quarter of the northwest quarter of Section 7; thence run northwardly to the northwest corner of the southwest quarter of the southeast quarter of the northwest quarter of Section 7; thence run eastwardly to the north-south centerline of Section 7; thence run southwardly to a point that lies 2663.77 feet west of and 2427.10 feet north of the southeast corner of Section 7; thence run north 00 degrees 12 minutes 16 seconds west a distance of 438.99 feet to a point; thence run south 89 degrees 40 minutes 29 seconds east a distance of 2666.30 feet to a point on the east section line of Section 7; thence run south along said section line to the point of beginning.

“J”

Beginning at the intersection of the north bank of Halls Mill Creek and the eastward right-of-way line of Interstate Highway 10; thence run southwestwardly, southwardly, and southeastwardly along the southeastward right-of-way line of 1-10 to a point on the centerline of Rangeline Road; thence run southeastwardly along the centerline of Rangeline Road to a point on the westward bank of Rabbit Creek; thence run northeastwardly, northwardly, and northwestwardly along the westward bank of Rabbit Creek to its intersection with the south bank of Halls Mill Creek; thence run westwardly along the southward bank of Halls Mill Creek to the east line of Section 24, Township 5 south. Range 2 west; thence run north along the east line of Section 24 to the north bank of Halls Mill Creek and the existing city limits of Mobile; thence run westwardly along the north bank of Halls Mill Creek and existing city limits of Mobile to the point of beginning.

"K"

All of River Oaks Subdivision as recorded in Map Book 76, Page 83. All of Riverchase Estates as recorded in Map Book 69, Page 10. All of Lot 1, Covenant Subdivision, as recorded in Map Book 60, Page 83.

“L”

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF SNOW ROAD AND THE NORTH LINE OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE, COUNTY, ALABAMA FOR THE POINT OF BEGINNING; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 15 FOR 694.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 29" 00" EAST FOR 1958.00 FEET, MORE OR LESS; RUN THENCE NORTH 87° 42' 29" WEST FOR 105.00 FEET, MORE OR LESS; RUN THENCE SOUTH 87° 11' 00" WEST FOR 208.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 08' 00" WEST FOR 420.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF TANNER WILLIAMS ROAD; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 1108.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 23' 30" WEST FOR 1792.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 900.00 FEET, MORE OR LESS; RUN

THENCE SOUTH 00° 23' 30" WEST FOR 600.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 440.00 FEET, MORE OR LESS; RUN THENCE NORTH 00" 35' 43" EAST FOR 1984.00 FEET, MORE OR LESS; RUN THENCE SOUTH 87" 17' 41" WEST FOR 565.00 FEET, MORE OR LESS; RUN THENCE NORTH 02" 23' 56" WEST FOR 250.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE IN A NORTHEASTERLY- THENCE SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 3127.00 FEET, MORE OR LESS, TO THE EAST LINE OF SECTION 10. TOWNSHIP 4 SOUTH, RANGE 3 WEST. MOBILE COUNTY, AL; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 10 FOR 329.00 FEET, MORE OR LESS; RUN THENCE SOUTH 69" 24' 46" EAST FOR 333.00 FEET, MORE OR LESS; RUN THENCE NORTH 12" 35' 14" EAST FOR 338.00 FEET; MORE OR LESS, TO THE NORTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE NORTH 64" 34' 06" WEST ALONG THE NORTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 351.00 FEET, MORE OR LESS; RUN THENCE NORTH 00" 00' 00" WEST FOR 749.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 666.00 FEET. MORE OR LESS; RUN THENCE SOUTH 00" 00' 00" EAST FOR 1152.00 FEET, MORE OR LESS. TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 2153.00 FEET, MORE OR LESS, TO THE WEST PROPERTY LINE OF THE U.S. COAST GUARD AVIATION. TRAINING CENTER; RUN THENCE SOUTH 00" 24' 30" WEST ALONG SAID WEST PROPERTY LINE FOR 1424.00 FEET, MORE OR LESS; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH PROPERTY LINE OF THE SAID U.S. COAST GUARD AVIATION TRAINING CENTER FOR 6765.00 FEET, MORE OR LESS. TO THE EAST LINE OF SAID U.S. COAST GUARD AVIATION TRAINING CENTER PROPERTY; RUN THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST LINE FOR 3954.00 FEET. MORE OR LESS. TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE NORTH 00" 26' 55" WEST FOR 1116.00 FEET, MORE OR LESS; RUN THENCE SOUTH 89° 48' 52" EAST FOR 1337.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00 ° 26' 57" WEST FOR 3336 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF AIRWAY COMMERCIAL PARK AS RECORDED IN MAP BOOK 31 PAGE 97 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID AIRWAY COMMERCIAL PARK TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24,T4, SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF SAID NORTH HALF; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE SOUTHEAST CORNER OF SAID NORTH HALF; RUN THENCE NORTH ALONG THE EAST LINE OF SAID NORTH HALF TO A POINT ON THE NORTH LINE OF SECTION 24, T4, SR3W; RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W;

RUN THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W TO THE SOUTHWEST CORNER OF SCHILLINGER PARK WEST AS RECORDED IN MAP BOOK 29 PAGE 116 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SCHILLINGER PARK WEST A DISTANCE OF 315.0 FEET TO THE SOUTHEAST CORNER OF LOT 8, SCHILLINGER PARK WEST; THENCE RUN SOUTH A DISTANCE OF 160.0 FEET MORE OR LESS TO A POINT; THENCE RUN WEST 590.0 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTH 603.09 FEET TO A POINT ON THE NORTHWEST CORNER OF A PARCEL CONVEYED AND RECORDED IN REAL PROPERTY BOOK 2430, PAGE 0442; THENCE CONTINUE SOUTH 620 FEET MORE OR LESS TO A POINT ON THE EAST-WEST HALF SECTION LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 3 WEST; THENCE RUN NORTH 89° 52'30" WEST ALONG SAID HALF SECTION LINE A DISTANCE OF 500 FEET, MORE OR LESS, TO THE NORTHWARD PROJECTION OF THE WEST LINE OF LOT 1, L & T SUBDIVISION AS RECORDED IN MAP BOOK 66, PAGE 26; THENCE RUN SOUTH 00° 19' 38" WEST ALONG THE PROJECTED WEST LINE OF LOT 1, L & T SUBDIVISION A DISTANCE OF 308.64 FEET TO THE NORTHWEST CORNER OF LOT 1, L & T SUBDIVISION; THENCE CONTINUE SOUTH 00° 19' 38" WEST ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 21.36 FEET TO THE NORTHEAST CORNER OF LOT 2, LLT AIRPORT SUBDIVISION AS RECORDED IN MAP BOOK 73, PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89° 43' 56" WEST ALONG THE NORTH LINE AND NORTH LINE PROJECTED OF LLT AIRPORT SUBDIVISION A DISTANCE OF 659.33 FEETTO A POINT; THENCE SOUTH 00° 19' 38" WEST A DISTANCE OF 437.13 FEET TO THE NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; RUN THENCE SOUTHWARDLY TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BLVD. SAID POINT ALSO BEING THE NORTHWEST CORNER PROPERTY RECORDED IN REAL PROPERTY BOOK 4560 PAGE 912 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN SOUTHWARDLY AND THENCE EASTWARDLY ALONG SAID PROPERTY TO A POINT ON THE WESTWARDLY RIGHT OF WAY LINE OF DAWES ROAD; RUN THENCE SOUTHWESTWARDLY ALONG THE WEST RIGHT OF WAY LINE OF DAWES ROAD TO A POINT ON THE EASTERLY PROJECTION OF THE NORTH LINE OF WEST MINISTER ESTATES SUBDIVISION; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTH LINE OF WEST MINISTER ESTATES AS RECORDED IN MAP BOOK 23, PAGE 86 IN THE OFFICE OF JUDGE OF PROBATE MOBILE, COUNTY, ALABAMA AND AN EASTERLY EXTENSION THEREOF FOR 2032.00 FEET. MORE OR LESS; RUN THENCE NORTH 04" 22' 03" EAST FOR 989.00 FEET, MORE OR LESS. TO THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD FOR 3738.00 FEET. MORE OR LESS; RUN THENCE NORTH 00" 00' 00" EAST FOR 470.00 FEET. MORE OR LESS; RUN THENCE NORTH 88° 40' 10" WEST FOR 230.00 FEET. MORE OR LESS; RUN THENCE SOUTH 00° 19' 36" WEST FOR 570.00 FEET, MORE OR LESS. TO THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY OF SAID

AIRPORT BOULEVARD FOR 260.00 FEET. MORE OR LESS; RUN THENCE NORTH 00° 00' 00" EAST FOR 672.00 FEET, MORE OR LESS. TO THE SOUTH LINE OF SECTION 23, TOWNSHIP 4 SOUTH. RANGE 3 WEST. MOBILE CO. AL; RUN THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID SECTION 23 FOR 1400.00 FEET, MORE OR LESS. TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23. TOWNSHIP 4 SOUTH. RANGE 3 WEST. MOBILE CO., AL; RUN THENCE NORTH 00° 00' 00" WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER FOR 1350.00 FEET. MORE OR LESS TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF, SAID SECTION 23; RUN THENCE SOUTH 90° 00' 00" WEST FOR 3,400.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 00' 00" EAST FOR 640.00 FEET, MORE OR LESS; RUN THENCE SOUTH 90° 00' 00" WEST FOR 700.00 FEET. MORE OR LESS TO THE EAST RIGHTOF-WAY OF HALE ROAD; RUN THENCE NORTH 00° 00’ 00" WEST FOR 3,500.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER F THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE CO. AL; RUN THENCE SOUTH 90° 0' 00" WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR 1305.00 FEET. MORE OR LESS TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; RUN THENCE SOUTH 00° 00' 00" EAST FOR 1300.00 FEET. MORE OR LESS. TO THE SOUTHEAST. CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; RUN THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR 1300.00 FEET. MORE OR LESS. TO THE EAST RIGHT-OF-WAY OF SNOW ROAD; RUN THENCE NORTH 00° 06' 54" WEST ALONG THE EAST RIGHT-OF-WAY OF SAID SNOW ROAD FOR 8,000 FEET, MORE OR LESS. TO THE POINT OF BEGINNING.

"M"

BEGINNING at the point of intersection of the east line Lot 7 Smithfield Unit 10 MB 42 P 111 and the south right-of-way line of Hitt Road; thence run southeastwardly along the south line of Hitt Road to the point of intersection with the present corporate limits of the City of Mobile; thence run southwardly along said corporate limits to the point of intersection with the eastward projection of the south line a common area (labeled detention area) shown on plat of Windmill Place Phase One MB 60 P 69; thence run westwardly along the south line of said common area to the east line of Smithfield Drive East; thence run northwardly along the east line of said Smithfield Drive East to the east projection of the north line of Lot 25 Smithfield Unit 1 MB 29 P 59; thence run west along said north line to northeast corner of said Lot 25; thence run westwardly then northwestwardly along the south line of said Windmill Place Unit 1 to the southwest comer of said Windmill Place Unit 1; thence run northwardly along the west line of said Windmill Place Unit 1 to the northeast comer of Lot 35 Smithfield Place Unit 3 MB 37 P 34; thence run westwardly along the north line of said Lot 35, to the southeast corner of Lot 10 Smithfield Unit 10 MB 42 P 111; thence run northeastwardly along the east line of said Smithfield Unit 10 to the south line of Hitt Road and the POINT OF BEGINNING.

"N"

(That property known as The Greater Gulf State Fairgrounds that was annexed into the City of Mobile pursuant to ordinance number 02-016 which was adopted March 3, 2015. Said property to be shown as Parcels A, B. C, D, E, and F of The Greater Gulf State Fairgrounds, at the intersection of Cody Road and Zeigler Boulevard as follows):

Parcel A:

That parcel of land being bounded by a line described as follows; From the northeast corner of the southeast quarter of the southeast quarter of Section 7, Township 4 south, Range 2 west, run north 89 degrees 36 minutes west a distance of 40.0 feet to a point at the west right way line of Cody Road; then north 00 degrees 03 minutes east along the said west right of way line a distance of 699.3 feet to a point; then north 89 degrees 38 minutes west a distance of 60.0 feet to a point that is on the proposed west right away line of Cody Road and the point of beginning of the property herein described, then continuing north 89 degrees 38 minutes west along an old fence line a distance of 427.0 feet to a point, then north 00 degrees 75 minutes west a distance 627.65 feet to a point on the north line of the southeast quarter of the said section 7, then north 89 degrees 48 minutes west along said north line a distance of 2275.9 feet for a point the west line of said southeast quarter, then south 00 degrees 03 minutes west along said west line 1235.0 feet to a point on the north right of way line of the proposed Zeigler Boulevard Connection Road, then south 89 degrees 56 minutes east alongside north line 2609.9 feet to a point of curve of said right-of-way line forming the intersection with the proposed right-of-way of the Cody Road, said curve having a central angle of 90 degrees 81 minutes and radius of 96.0 feet, then northeast along said curve 150.80 feet to P.T. of said curve, then north 08 degrees 03 minutes east along proposed west right of way line of said Cody Road a distance of 104.3 feet to the point of the beginning. All according to the survey by Tarlton D. Powers & Associated dated March 11, 1970 and revised April 1, 1970

Parcel B:

Commencing at the northeast comer of the northeast quarter of the southeast quarter of Section 7, Township 4 south Range 2 west, and running thence west along the north line of said quarter, 40 feet to a point on the west right of way line of Cody Road as now located, then continue running west along said north line of the northwest quarter of the southeast quarter, 490 feet more or less, to a point, then run south 276 feet more or less, then run east 490 feet more or less to a point on the west right of way line of Cody Road; run then north along the said west right of way 278 feet more or less, to the point of beginning.

Parcel C:

Commencing at the southwest corner of the southeast quarter of Section 7, Township 4 south, Range 2 west, Mobile County, Alabama, run north 00 degrees 17 minutes 38

seconds west along the west line of said southeast quarter of Section 7, a distance of 1730.07 feet to the northwest corner of the southwest quarter of said southeast quarter of section 7, then along the north line of said southwest quarter of the southeast quarter of Section 7, run north 09 degrees 56 minutes east 310.0 feet to the point of the beginning of the property here as described, then continuing north 89 degrees 56 minutes east run 661.04 feet to a point on the north right, of way line of Zeigler Boulevard, said point being on the arc of 915.19 foot radius curve concave southeastwardly, then run southwestwardly along arc of said curve and said north line of Zeigler Boulevard 622.96 feet to a point, then run north 44 degrees 79 minutes 28 seconds west 150.0 feet to a point, then run north 15 degrees 55 minutes 09 seconds west 284.58 feet to the point of the beginning.

Parcel D:

From the northeast comer of southeast quarter of Section 7. Township 4 south. Range 2 west. Mobile County, Alabama, run north 89 degrees 36 minutes west a distance of 40 feet to a point on the western right-of-way lines of Cody Road, as such a road is now located; then the north 00 degrees for 03 minutes east along said western right of way of Cody Road a distance of 699.1 feet to the point of the beginning, then run north 89 degrees 38 minutes west a distance of 483.0 feet to a pole; hence run north 00 degrees, 35 minutes west distance 353 feet to a point, then run south 89 degrees east a distance of 275 feet, then run south 80 degrees 01 minutes-west 38 minutes east a distance of 208 feet to a point, then run south 89 degrees 38 minutes east a distance of 208 feet to a point on the western right way line of Cody Road, which point bears north 00 degrees along the western right of way to said Cody Road a distance of 145 feet to the point of beginning.

Parcel E:

From the northeast corner of the southeast quarter of the southeast quarter of Section 7, Township 4 south. Range 2 west. Mobile County, Alabama, run north 89 degrees 56 minutes west a distance of 40 feet to a point on the western right-of-way line of Cody Road, as such road is now located, thence run north 00 degrees 03 minutes east alongside western Right of way of Cody Road a distance of 440 feet to the point of beginning, then run north 89 degrees 38 minutes west a distance of 288 feet to a point, then run north 00 degrees 00 minutes for a distance of 208 feet to a point, then run south 89 degrees 38 minutes east a distance of 208 feet to a point of the point of the beginning, then run south 60 degrees 83 minutes west along the western right of the way of said Cody Road a, distance of 208 feet to the point of the beginning.

Parcel F:

Commencing at the southwest comer of the southeast quarter of Section 7, Township 4 south Range 2 west. Mobile County, Alabama, run north 00 degrees 85 minutes 00 seconds west along the west line of said southwest quarter 1338.42 feet to a point on the greater line of the abandoned right of way for Zeigler Boulevard, said point being the point

of beginning of the property herein described, then continuing north 00 degrees 05 minutes west alongside west line at the southeast quarter run 100 feet to the point on the north of said abandoned right of way for Zeigler Boulevard, then alongside north Line run north 89 degrees 36 minutes east 1476,69 feet to a point, then run south 08 degrees 84 minutes east 100 feet to a point on the centerline of said abandoned right-of-way for Zeigler Boulevard run south 89 degrees 56 minutes west 146.66 feet to the point of the beginning.

"O"

AREA A BEGINNING AT A POINT ON THE EASTERLY PROJECTION OF THE NORTH RIGHT OF WAY LINE OF ZEIGLER BOULEVARD AND THE WEST LINE SECTION 8 T4S R2W SAID POINT ALSO LYING ALONG THE PRESENT WEST CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE WEST ALONG THE PROJECTED NORTH LINE AND ALONG THE NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD TO A POINT ON THE NORTH LINE OF AN ABANDONED RIGHT OF WAY FOR ZEIGLER BOULEVARD; RUN THENCE SOUTH 100 FEET MORE OR LESS TO A POINT ON THE CENTERLINE OF SAID ABANDONED RIGHT OF WAY, SAID POINT ALSO LYING ALONG THE PRESENT NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD; RUN THENCE SOUTHWESTWARDLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF ZEIGLER BLVD. TO SOUTHEAST CORNER OF CODY ZEIGLER SUBDIVISION REVISED PLAT AS RECORDED IN MAP BOOK 68 PAGE 62 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY ALABAMA; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID SUBDIVISION TO A POINT ON THE CENTERLINE OF SAID ABANDONED RIGHT OF WAY FOR ZEIGLER BLVD; RUN THENCE WEST ALONG SAID CENTERLINE TO POINT ON THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 7 T4S R2W: RUN THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF ZEIGLER BLVD; RUN THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD TO THE SOUTHEAST CORNER OF ZEIGLER CORNERS RESUBDIVISION OF LOT A OF RESUBDIVISION OF LOT 1 AS RECORDED IN MAP BOOK 84 PAGE 95 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY ALABAMA; RUN THENCE NORTH ALONG THE EAST LINE OF SAID ZEIGLER CORNERS TO THE NORTHEAST CORNER OF LOT C, ZEIGLER CORNERS RESUBDIVISION OF LOT 1 AS RECORDED IN MAP BOOK 77 PAGE 68 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND THE WESTERLY PROJECTION TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD NORTH; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID SCHILLINGER ROAD NORTH TO THE SOUTHEAST CORNER OF LOT I D. E. COMMERCIAL PLACE AS RECORDED IN MAP BOOK 90 PAGE 108 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE WEST ALONG THE SOUTH LINE OF SAID D. E. COMMERCIAL PLACE AND THE PROJECTION TO A POINT ON THE WEST LINE OF SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12 T4S R3W; RUN THENCE SOUTH ALONG SAID WEST LINE AND ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13 T4S R3W TO THE

SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13 T4S RSW; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13 TO THE NORTHEAST CORNER OF LARRY AND BRADLEY WARD SUBDIVISION AS RECORDED IN MAP BOOK 83 PAGE 113 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION TO THE NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD; RUN THENCE NORTHWESTWARDLY ALONG SAID NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD TO A POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF TANNER WILLIAMS BUSINESS PARK AS RECORDED IN MAP BOOK 97 PAGE 90 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY ALABAMA; RUN THENCE SOUTH ALONG SAID PROJECTION AND ALONG THE WEST LINE OF SAID TANNER WILLIAMS BUSINESS PARK TO A POINT ON THE NORTH LINE OF SOUTH HALF OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, T4SR3W; RUN THENCE WEST ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF AIRWAY COMMERCIAL PARK AS RECORDED IN MAP BOOK 31 PAGE 97 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALLABAMA; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID AIRWAY COMMERCIAL PARK TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF SAID NORTH HALF; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE SOUTHEAST CORNER OF SAID NORTH HALF; RUN THENCE NORTH ALONG THE EAST LINE OF SAID NORTH HALF TO A POINT ON THE NORTH LINE OF SECTION 24 T4SR3W; RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W TO THE SOUTHWEST CORNER OF SCHILLINGER PARK WEST AS RECORDED IN MAP BOOK 29 PAGE 116 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SCHILLINGER PARK WEST A DISTANCE OF 315.0 FEET TO THE SOUTHEAST CORNER OF LOT 8, SCHILLINGER PARK WEST; THENCE RUN SOUTH A DISTANCE OF 160.0 FEET MORE OR LESS TO A POINT; THENCE RUN WEST 590.0 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTH 603.09 FEET TO A POINT ON THE NORTHWEST CORNER OF A PARCEL CONVEYED AND RECORDED IN REAL PROPERTY BOOK 2430, PAGE 0442; THENCE CONTINUE SOUTH 620 FEET MORE OR LESS TO A POINT ON THE EAST-WEST HALF SECTION LINE OF SECTION 24, TOWNSHIP 4 SOUTH. RANGE 3 WEST; THENCE RUN NORTH 89° 52'30" WEST ALONG SAID HALF SECTION LINE A DISTANCE OF 500 FEET, MORE OR LESS, TO THE NORTHWARD PROJECTION OF THE WEST LINE OF LOT 1, L & T SUBDIVISION AS RECORDED IN MAP BOOK 66, PAGE 26; THENCE RUN SOUTH 00° 19' 38" WEST

ALONG THE PROJECTED WEST LINE OF LOT 1, L & T SUBDIVISION A DISTANCE OF 308.64 FEET TO THE NORTHWEST CORNER OF LOT 1. L & T SUBDIVISION; THENCE CONTINUE SOUTH 00° 19' 38" WEST ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 21.36 FEET TO THE NORTHEAST CORNER OF LOT 2, LLT AIRPORT SUBDIVISION AS RECORDED IN MAP BOOK 73, PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89° 43' 56" WEST ALONG THE NORTH LINE AND NORTH LINE PROJECTED OF LLT AIRPORT SUBDIVISION A DISTANCE OF 659.33 FEET TO A POINT; THENCE SOUTH 00° 19' 38" WEST A DISTANCE OF ,437.13 FEET TO THE NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; RUN THENCE SOUTHWARDLY TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BLVD. SAID POINT ALSO BEING THE NORTHWEST CORNER PROPERTY RECORDED IN REAL PROPERTY BOOK 4560 PAGE 912 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA: THENCE RUN SOUTHWARDLY AND THENCE EASTWARDLY ALONG SAID PROPERTY TO A POINT ON THE WESTWARDLY RIGHT OF WAY LINE OF DAWES ROAD; RUN THENCE SOUTHWESTWARDLY ALONG THE WEST RIGHT OF WAY LINE OF DAWES ROAD TO THE POINT ON THE WESTERLY PROJECTION OF THE SOUTH RIGHT OF WAY LINE OF OLD GOVERNMENT STREET ROAD; RUN THENCE EAST ALONG THE PROJECTED RIGHT OF WAY AND ALONG THE RIGHT OF WAY OF OLD GOVERNMENT STREET ROAD TO THE EAST LINE OF KIMBERLIN SUBDIVISION AS RECORDED IN MAPBOOK 13 PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID KIMBERLIN SUBDIVISION TO THE SOUTHWEST CORNER OF SOUTH SCHILLINGER COMMERCIAL PARK AS RECORDED IN MAP BOOK 79 PAGE 50 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH SCHILLINGER COMMERCIAL PARK TO A POINT ON WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD SOUTH; RUN THENCE EASTWARDLY TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY OF SCHILLINGER ROAD SOUTH AND THE SOUTH RIGHT OF WAY LINE OF HITT ROAD; RUN THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF HITT ROAD TO A POINT ON THE SOUTH PROJECTION OF THE WEST LINE OF PROPERTY CONVEYED TO CITY OF MOBILE AND RECORDED IN REAL PROPERTY BOOK 5721 PAGE 1518 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG SAID PROJECTION A1MD ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO THE CITY OF MOBILE AND RECORDED IN REAL PROPERTY BOOK 6200 PAGE 161 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE WEST TO SOUTHWEST CORNER OF SAID PROPERTY; RUN THENCE NORTH THENCE EAST THENCE NORTH ALONG WEST LINE OF SAID PROPERTY TO THE NORTHWEST CORNER OF SAID PROPERTY, SAID POINT ALSO LYING ALONG THE NORTH LINE OF SECTION 24 T4SR3W: RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF PROPERTY RECORDED IN REAL PROPERTY BOOK 887 PAGE 534- IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH ALONG THE WEST SIDE OF SAID PROPERTY TO THE SOUTH RIGHT OF WAY OF OLD GOVERNMENT STREET ROAD; THENCE RUN

NORTHWESTWARDLY TO THE SOUTHEAST CORNER OF AIRPORT ACRES NO. 1 AS RECORDED IN MAP BOOK 4 PAGE 39 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID AIRPORT ACRES TO THE NORTHEAST CORNER; RUN THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID AIRPORT ACRES TO THE EAST LINE OF TYLER RIDGE SUBDIVISION AS RECORDED IN MAP BOOK 113 PAGE 50 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID TYLER RIDGE SUBDIVISION TO THE SOUTH WEST CORNER OF MILL CREEK SUBDIVISION AS RECORDED IN MAP BOOK 90 PAGE 118 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID MILL CREEK SUBDIVISION TO THE SOUTHWEST CORNER OF WESTOVER SUBDIVISION UNIT 4 AS RECORDED IN MAP BOOK 66 PAGE 23 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY THENCE NORTHEASTWARDLY THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID WESTOVER SUBDIVISION TO THE SOUTHWEST CORNER OF PORTSIDE BUSINESS CENTER RESUBDIVISION OF LOTS 27, 28, & 29 AS RECORDED IN MAP BOOK 59 PAGE 106 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID PORTSIDE BUSINESS CENTER RESUBDIVISION TO A POINT ON THE WEST SIDE OF PORTSIDE BLVD.; RUN THENCE NORTHEASTWARDLY TO THE SOUTHWEST CORNER OF PORTSIDE BUSINESS CENTER AS RECORDED IN MAP BOOK 54 PAGE 43 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG SOUTH LINE OF SAID PORTSIDE BUSINESS CENTER TO THE NORTHEAST CORNER OF SAID WESTOVER SUBDIVISION UNIT 4; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID WESTOVER UNIT 4 TO THE NORTH LINE OF WESTOVER UNIT 2 AS RECORDED IN MAP BOOK 63 PAGE 111 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID WESTOVER SUBD. UNIT 2 TO THE NORTHEAST CORNER OF SAID UNIT 2; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID UNIT 2 TO THE NORTHWEST CORNER OF LOT 6 BLOCK 8 HIGHLAND PARK SUBDIVISION. AS RECORDED IN MAP BOOK 4 PAGE 380 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 6 AND THE PROJECTION THEREOF TO A POINT ON THE EAST LINE OF LAKEVIEW DRIVE; RUN THENCE NORTH ALONG THE EAST SIDE OF LAKEVIEW DRIVE TO THE NORTHWESTWARDLY CORNER OF LOT B RESUBDIVISION OF LOTS 42 & 43 BLOCK 5 HIGHLAND PARK SUBDIVISION AS RECORDED IN MAP BOOK 99 PAGE 76 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHEASTWARDLY AND THEN EASTWARDLY ALONG THE NORTHERLY LINE OF SAID LOT B TO THE NORTHEAST CORNER OF SAID LOT B; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID LOT B TO THE NORTHWEST CORNER OF LOT 2 BLOCK 5 HIGHLAND PARK AS RECORDED IN MAP BOOK 4 PAGE 380- 381 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO A POINT ON THE WEST RIGHT OF WAY LINE OF PARK AVENUE SOUTH; RUN THENCE EASTWARDLY TO A POINT ON THE EAST LINE OF

PARK AVENUE SOUTH. SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH 100 FEET OF LOT 7 BLOCK 6 HIGHLAND PARK; RUN THENCE EAST ALONG NORTH LINE OF SAID SOUTH 100 FEET OF LOT 7 TO A POINT ON THE WEST LINE OF LOT 3 BLOCK 6 OF SAID HIGHLAND PARK; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 3 TO A POINT ON THE NORTH LINE OF LOT 8 BLOCK 6 OF SAID HIGHLAND PARK; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 8 A DISTANCE OF 35 FEET MORE OR LESS TO A POINT; RUN THENCE SOUTH TO A POINT ON THE NORTH LINE OF LOT 9 BLOCK 6 OF SAID HIGHLAND PARK SUBDIVISION: RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 9 AND LOT 41 BLOCK 6 OF SAID HIGHLAND PARK AND THE PROJECTION THEREOF TO A POINT ON THE WEST LINE OF SECTION 20 T4SR2W, SAID POINT ALSO LYING ALONG THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE NORTHWARDLY ALONG THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE TO THE EASTERLY PROJECTED NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD. AND THE POINT OF BEGINNING. LESS AND EXCEPT THE FOLLOWING AREA AS SHOWN BELOW AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AREA EXCEPTED:

BEGINNING AT THE SOUTHEAST CORNER OF ALVERSON COMMERCIAL PARK AS RECORDED IN MAP BOOK 111, PAGE 29 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID SUBDIVISON TO THE SOUTHWEST CORNER OF SAID SUBDIVISION: RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID SUBDIVISION AND ALSO ALONG THE EAST LINE OF ALVERSON ROAD SOUTH TO THE NORTHWEST CORNER OF SAID SUBDIVISION; RUN THENCE WESTWARDLY 60 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 3, LOWES SUBDIVISION AS RECORDED IN MAP BOOK 89, PAGE 44 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE CONTINUE WESTWARDLY ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 451.6 FEET MORE OR LESS TO A POINT; RUN THENCE NORTHWARDLY AND PARALLEL WITH ALVERSON ROAD SOUTH TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHLAND AVENUE; RUN THENCE EASTWARDLY ALONG THE NORTH RIGHT OF WAY LINE OF HIGHLAND AVENUE TO A POINT ON THE WEST RIGHT OF WAY LINE OF ALVERSON ROAD NORTH; RUN THENCE NORTHEASTWARDLY ALONG THE WESTERLY RIGHT OF WAY LINE OF ALVERSON ROAD NORTH TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF MONK AVENUE; RUN THENCE EASTWARDLY ALONG THE SOUTH RIGHT OF WAY LINE OF MONK AVENUE TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; RUN THENCE EASTWARDLY ALONG THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD TO THE POINT OF INTERSECTION WITH THE PROJECTED WEST LINE OF BERDIE BROADUS SUBDIVISION AS RECORDED IN MAP BOOK 89, PAGE 59 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE PROJECTED AND CONTINUING ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF

LOT 2 OF SAID BERDIE BROADUS SUBDIVISION; RUN THENCE EASTWARDLY ALONG THE SOUTH LINE OF SAID LOT 2 TO THE WEST LINE OF THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE SOUTHWARDLY ALONG SAID CORPORATE LIMITS TO THE SOUTHEAST CORNER OF SECTION 18 T4S R2W; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID SECTION 18 TO THE NORTHWEST CORNER OF THE EAST 130 FEET LOT 30 HIGHLAND PARK EXT #2 AS RECORDED IN MAP BOOK 5 PGS 233-234 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID EAST 130 FEET AND THE PROJECTION THEREOF TO THE SOUTH LINE OF CEDAR STREET; RUN THENCE EASTWARDLY ALONG THE SOUTH LINE OF CEDAR STREET TO THE NORTHWEST CORNER OF THE EAST 94 FEET OF LOT 31. OF SAID HIGHLAND PARK EXT #2; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID EAST 94 FEET OF LOT 31 TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 32 OF SAID HIGHLAND PARK EXT # 2; RUN THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF SAID LOT 32; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID LOT 32 AND ALONG THE WEST LINE OF LOT 33 TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF DICKENS FERRY ROAD; RUN THENCE WESTWARDLY ALONG THE NORTH RIGHT OF WAY LINE OF DICKENS FERRY ROAD TO THE SOUTHWEST CORNER OF LOT 8 OF SAID HIGHLAND PARK EXT #2; RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 161.4 FEET MORE OR LESS TO A POINT; RUN THENCE WESTWARDLY 170 FEET MORE OR LESS TO A POINT ON THE EAST RIGHT OF WAY LINE OF BORDER CIRCLE EAST; RUN THENCE WESTWARDLY 50 FEET MORE OR LESS TO THE SOUTH EAST CORNER OF LOT 4. BLOCK 3. W.H. JOWERS TRACT AS RECORDED IN MAP BOOK 4, PAGE 614-615 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF LOT 4 AND ALONG THE SOUTH LINE LOT 9 OF SAID SUBDIVISION AND THE PROJECTION THEREOF TO A POINT ON THE WEST RIGHT OF WAY LINE CENTER STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 5 OF SAID JOWERS TRACT; RUN THENCE SOUTHWARDLY ALONG THE WEST RIGHT OF WAY LINE OF CENTER STREET TO THE SOUTHEAST CORNER OF LOT 4 OF SAID JOWERS TRACT; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 4 TO A POINT ON THE WEST LINE OF LOT 3 OF SAID SUBDIV!SION; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID LOT 3 100 FEET MORE OR LESS TO A POINT; RUN THENCE SOUTH 83° 09' 11" WEST A DISTANCE OF 252.45 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BORDER CIRCLE WEST; RUN THENCE SOUTHWESTWARDLY A DISTANCE OF 58 FEET MORE OR LESS TO A POINT ON THE WEST RIGHT OF WAY LINE OF BORDER CIRCLE WEST SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTH 80 FEET OF LOT 1 BLOCK 1 OF SAID W.H. JOWERS TRACT; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE SAID NORTH 80 FEET TO THE EAST LINE OF LOT 2 OF SAID SUBDIVISION; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID LOT 2 TO THE SOUTH LINE OF LOT 3 OF SAID SUBDIVISION; RUN THENCE WESTWARDLY ALONG THE SOUTH

LINE OF LOT 3 TO THE SOUTHWEST CORNER OF SAID LOTS; RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID LOT 3 AND CONTINUING ALONG THE WEST LINE OF LOT B RESUB OF LOT 4, BL0CK 1 W.H. JOWERS AS RECORDED IN MAP BOOK 88 PAGE 100 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA TO THE SOUTHEAST CORNER OF LOT 6 BLOCK 1 W.H. JOWERS TRACT AS RECORDED IN MAP BOOK 4. PAGE 614-615; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 6 TO NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19 T4S R2W; RUN THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH HALF TO THE NORTHWEST CORNER OF SAID SOUTH HALF; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH HALF TO THE SOUTHEAST CORNER OF ALVERSON COMMERCIAL PARK SUBDIVISION AS RECORDED IN MAP 111 PAGE 29 AND THE POINT OF BEGINNING.

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LESS AND EXCEPT THAT PORTION OF PROPERTY THAT WAS DE-ANNEXED IN 2015 AS PER RESOLUTION 02-219 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH. RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN EASTWARDLY ALONG THE NORTH LINE OF SECTION 19. A DISTANCE OF 76.00 FEET TO THE NORTHWEST CORNER OF THE W. H. JOWERS TRACT AS PER PLAT RECORDED IN MAP BOOK 4. PAGES 614-615. PROBATE COURT RECORDS. MOBILE COUNTY, ALABAMA; THENCE RUN 500° 17' 00" E. ALONG THE WEST LINE OF SAID W. H. JOWERS TRACT, 894.94 FEET TO THE POINT OF BEGINNING; THENCE RUN N 89° 10' 34" E. 108.27 FEET TO A POINT; THENCE RUN S 00° 38' 09" E, 79.88 FEET TO A POINT; THENCE RUN S 89° 09’ 51" W. 108.77 FEET TO A POINT; THENCE RUN N 00° 17' 00" W, 79.90 FEET TO THE POINT OF BEGINNING. CONTAINING 0.20 ACRES.

"Q"

All of that real property, including all forty-three (43) lots, common areas, detention areas, rights-of-way and streets as described in and made a part of the Darby Creek Subdivision Plat recorded at Map Book 67, Page 71 in the records of the Judge of Probate of Mobile County.

SECTION 2: Pursuant to the provisions of Act No. 18. General Acts of Alabama, 1956. Second Special Session, Page 279, and for the purpose of paying the expenses of the City Government, the Council of the City of Mobile does hereby lay, levy and assess for the municipal tax year beginning October 1, 2023, and for successive tax years, ad valorem taxes, on all real and personal property and intangibles situated in the following described areas, within the corporate limits of the City of Mobile, which areas are being

furnished the services set out in the aforesaid Act of the Legislature during the year for which this ad valorem tax is being levied, and which may be subjected to the municipal ad valorem taxes under the Constitution and Laws of the State of Alabama, viz.:

Beginning at the southwest comer of Section 5, Township 4 south, Range 2 west, thence run northward along the west line of Section 5, to the northwest comer of Section 5 and the southwest comer of Section 32, Township 3 south, Range 2 west; thence continue northward along the west line of Section 32 to the northwest comer of Section 32; thence run eastward along the north line of Sections 32, 33, 34, 35, and 36 to the northwest corner of the northeast quarter of the northeast quarter of Section 36; thence run southward along, the north-south centerline of the northeast quarter of Section 36 to the east-west half-section line of Section 36; thence run eastward along the east-west half section line to the east line of Section 36; thence run southeastwardly, northeastwardly, and southeastwardly along the existing corporate limits line of the City of Mobile to its intersection with the west line of Interstate 65; thence run southwestwardly along the west line of Interstate 65 to the north line of Section 6, township 4 south, Range 1 west; thence run westward along the north line of Section 6, Township 4 south, Range 1 west and Section 1, Township 4 south, Range 2 west to the north-south one-half section line of said Section 1; run thence southwardly along the north-south one-half section line of said Section 1 to a point on the south line of said Section 1; run thence eastwardly along the south line of said Section 1 to the range line between Range 1 west and Range 2 west; run thence southwardly along the range line between Range 1 west and Range 2 west to the north bank of Bolton's Branch; run thence southwardly and eastwardly along the meanderings of the north bank of Bolton's Branch to the west bank of Dog River; run thence southwardly along the west bank of Dog River to the north right-of-way line of the Louisville and Nashville Railroad: run thence northeastwardly along the north right-of-way line of said railroad to a point on the township line between Township 4 south and Township 5 south; run thence eastwardly along said township line between Township 4 south and Township 5 south to a point on the north-south coordinate line 336,000 of the Transverse Mercator Projection for Alabama West Zone as used officially on maps of the Mobile Bay Area by the United States Corps of Engineers; run thence south along said coordinate line to a point due east of the north bank of Dog River; run thence due west to the north bank of Dog River; run thence northwestwardly along the meanderings of the northerly and easterly bank of Dog River to a point due east of the north bank of Halls Mill Creek; run thence due west to the north bank of Halls Mill Creek; run thence northwardly and westwardly along the meanderings of the north bank of Halls Mill Creek to the west line of Section 17, Township 5 south, Range 2 west; thence run northwardly along the west line of Sections 17, 8 and 5, Township 5 south, Range 2 west and along the west line of Sections 32, 29, 20, 17 and 8, Township 4 south, Range 2 west to the northwest corner of said Section 8, said comer also being the southwest corner of Section 5, Township 4 south, Range 2 west and the point of beginning.

SECTION 3: Pursuant to the provisions of Act No. 18, General Acts of Alabama, 1956, Second Special Session, Page 279, the area described in said Act No. 18 but outside of that area described in Sections 1 and 2 of this Ordinance is hereby exempted from the City of Mobile ad valorem taxes for the municipal tax year beginning October 1, 2023.

SECTION 4: That the annual rate of each levy provided in Sections 1 and 2 of this Ordinance shall be seventy hundredths (.70) of one per centum as authorized by law, of the value of such property as assessed for State Taxation during the preceding year.

SECTION 5: Should any section, provision, or part of this Ordinance be declared unconstitutional or void by any court of competent jurisdiction it shall not affect the validity of the remaining sections, provisions, or parts of this Ordinance.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/23/2023 - 1:00 PM

R E S O L U T I O N

Sponsored by: Councilmember Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Bill Agerton is appointed to the Mobile Museum of Art Board effective immediately, with a term ending March 28, 2026.

Adopted:

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City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/23/2023 - 1:01 PM

R E S O L U T I O N

Sponsored by: Councilmember Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that John Williams is appointed to the Water & Sewer Board of Commissioners effective April 1, 2023 for a term ending April 1, 2029.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/23/2023 - 12:18 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/28/2023

Renewal Date of Contract:

3/28/2023

Funding Source

Project # 1017 Donald Street - ME-143-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1017 Donald Street	Cover Memo	3/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	3/23/2023 - 11:16 AM

RESOLUTION

Sponsored by: Councilmember Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1017 Donald 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 **1017 Donald Street** described as:

LOT 11 E ½ OF LOT 12 ADAMS ADD TO TOULMINVILLE MBK 3 PG 343 #SEC 44 T4S R1W #MP20 O2 44 0 014

Parcel Number: 29 02 44 0 014 535

Last Assessed to: HEIR OF JAMES E GARMON, C/O ODESSA GARMON

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
March 21, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 28, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1017 DONALD STREET** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF JAMES E GARMON, C/O ODESSA GARMON,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 014 535
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1017 DONALD ST

Property Details

PARCEL KEYX	**00674381**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	**Residential**	FLOOD ZONE	**AE**

Survey Results

DANGER TO ADJOINING PROPERTY	**N**	TAX DELINQUENT	**N**
DANGER TO PUBLIC ROW	**N**	CODE VIOLATIONS	**N**
DANGER TO HUMAN/LIFE/HEALTH	**N**	UTILITIES DISCONNECTED	**Y**
HISTORIC CONTRIBUTING STRUCTURE	**N**	WATER PENETRATING STRUCTURE	**Y**
VACANT	**Y**	FIRE DAMAGE	**N**
OPEN BUILDING PERMITS	**N**	ROOF DAMAGE	**Y**
BUILDING OPEN TO THE PUBLIC	**Y**	WALL COMPROMISED	**Y**
PROXIMITY TO BLIGHT	**Y**	FOUNDATION COMRROMISED	**Y**
SURVEY DATE	**2022-04-14**	COMMENTS	

Property Score

SCORE ~~39~~ 84

SCORE DISCRIPTION **Review Committee**

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-09-22

Vote 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 02/01/2023

Property Address: 1017 Donald Street **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 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.
- [ ] 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

Heir of James E Garmon
C/O Odessa Garmon
112 Hemley Avenue
Mobile, Alabama 36607-2811

February 1, 2023

RE: **1017 Donald Street**
Project Number: ME-143-22

Dear Odessa Garmon:

On January 25, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1017 Donald Street.

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

LOT 11 E ½ OF LOT 12 ADAMS ADD TO TOULMINVILLE MBK 3 PG 343 #SEC 44 T4S R1W #MP20 O2 44 0 014

Parcel Number: 29 02 44 0 014 535

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 **March 18, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 18, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 18, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 18, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 28, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1017 DONALD STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1017 DONALD STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1017 DONALD STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1017 DONALD STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1017 DONALD STREET** **AGENDA PHOTOS / DW**




2023/03/20

NUISANCE ABATEMENT **1017 DONALD STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1017 DONALD STREET** **AGENDA PHOTOS / DW**




2023/03/20

NUISANCE ABATEMENT **1017 DONALD STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1017 DONALD STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1017 DONALD STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1017 DONALD STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1017 DONALD STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1017 DONALD STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1017 DONALD STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1017 DONALD STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1017 DONALD STREET** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: March 28, 2023

State of Alabama
County of Mobile

Subject Property –1017 Donald Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, 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 affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **1017 Donald Street** Date: September 22, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date:

Per the Title Report, the owner is: Heirs of James E Garmon (DOD 06/26/2001)

Note: Cannot Locate Heir – Daughter Reverend Gwendolyn Robinson listed in obituary.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Odessa Garmon 112 Hemley Ave Mobile AL 36607-2811	Heir/Wife of James E Garmon DOD 6/26/2001 Phone number 251-545-9491
2	Shanada Hardy 112 Hemley Ave Mobile AL 36607-2811	Heir/Daughter of James E Garmon DOD 6/26/2001 Phone number 251-518-3401 Phone number 251-229-3386
3	Brandon J Garmon 6258 Zeigler Blvd Mobile AL 36608-3588	Heir/Son of James E Garmon DOD 6/26/2001 Phone number 251-754-9333
4	Henry E Garmon 2711 NW 26th St Fort Lauderdale FL 33311-2009	Heir/Son of James E Garmon DOD 6/26/2001 Phone number 954-562-1244 Phone number 954-615-7993
5	Cynthia Dunn 2704 Warsaw Ave Mobile AL 36617-1612	Heir/Daughter of James E Garmon DOD 6/26/2001 Phone number 205-370-7716 Phone number 251-463-5930

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

6	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of AL vs Brandon Garmon recorded 8/31/2019 instrument number 2020052798

7	Midland Credit Management c/o Richard Gwin Moxley III PO Box 4953 Montgomery AL 36103	Judgment recorded 9/25/2017 bk7558 pg704 Midland vs Shanada Hardy

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/28/2023

Renewal Date of Contract:

3/28/2023

Funding Source

Project # 1852 Mott Drive S - ME-142-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1852 Mott Drive S	Cover Memo	3/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	3/23/2023 - 11:20 AM

RESOLUTION

Sponsored by: Councilmember Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1852 Mott Drive S** 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 **1852 Mott Drive S** described as:

LOT 117 RICHLAND PL MBK 4 P 133 #SEC 42 T4S R1W #M29 07 42 0 011

Parcel Number: 29 07 42 0 001 448

Last Assessed to: GLORIA BEVERLY

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
March 21, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 28, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1852 MOTT DRIVE S** OWNED BY OR MAY HAVE AN INTEREST: **GLORIA BEVERLY,** 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 07 42 0 001 448
COUNCIL DISTRICT 1 –CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1852 MOTT DR S

Property Details

PARCEL KEYX	**00823684**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
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	**Y**
HISTORIC CONTRIBUTING STRUCTURE	**N**	WATER PENETRATING STRUCTURE	**Y**
VACANT	**Y**	FIRE DAMAGE	**N**
OPEN BUILDING PERMITS	**N**	ROOF DAMAGE	**Y**
BUILDING OPEN TO THE PUBLIC	~~N~~ Y G	WALL COMPROMISED	~~Y~~ Y G
PROXIMITY TO BLIGHT	**Y**	FOUNDATION COMRROMISED	**N**
SURVEY DATE	**2022-04-12**	COMMENTS	

Property Score

SCORE ~~42~~ 62 G

SCORE DISCRIPTION **Review Committee**

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 8/29/22

Notes 5 to Okay Demolition

G

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 02/01/2023

Property Address: 1852 Mott Drive S **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 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

Gloria Beverly
5315 Salem Springs Drive
Lithonia, Georgia 30038-4829

February 1, 2023

RE: **1852 Mott Drive S**
Project Number: ME-142-22

Dear Gloria Beverly:

On January 25, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1852 Mott Drive S.

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

LOT 117 RICHLAND PL MBK 4 P 133 #SEC 42 T4S R1W #M29 07 42 0 011

Parcel Number: 29 07 42 0 001 448

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 **March 18, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 18, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 18, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 18, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 28, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1852 MOTT DRIVE S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1852 MOTT DRIVE S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1852 MOTT DRIVE S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1852 MOTT DRIVE S** **AGENDA PHOTOS / DW**




2023/03/20

NUISANCE ABATEMENT **1852 MOTT DRIVE S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1852 MOTT DRIVE S** **AGENDA PHOTOS / DW**




2023/03/20

NUISANCE ABATEMENT **1852 MOTT DRIVE S** **AGENDA PHOTOS / DW**





NUISANCE ABATEMENT **1852 MOTT DRIVE S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1852 MOTT DRIVE S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1852 MOTT DRIVE S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1852 MOTT DRIVE S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1852 MOTT DRIVE S** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1852 MOTT DRIVE S** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: March 28, 2023

State of Alabama
County of Mobile

Subject Property – 1852 Mott Drive S

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, 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 **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **1852 Mott Dr S** Date: September 26, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 20, 2022

Per the Title Report, the owner is: Gloria Beverly

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Gloria Beverly 5315 Salem Springs Dr Lithonia GA 30038-4829	Owner Phone number 678-350-4379
2	Owner 1852 Mott Dr S Mobile AL 36617	Subject Address
3	Gloria Beverly 1336 Congress St Mobile AL 36603	Secondary address (from Revenue Commission)

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

Weed Lien: Weed Lien filed by the City of Mobile vs. Gloria Beverly, recorded in Probate Court on 08/05/2021, instrument # 2021050867

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/24/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/24/2023 - 3:53 PM

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **301 N Ann 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 **301 N Ann Street** described as:

LOT 7 BLK 33 CAMP GROUND TR T MBK 1/12 #SEC 40 T4S R1W #MP29 06 0 007

Parcel Number: 29 06 40 0 007 067

Last Assessed to: WARREN W MASON

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
March 21, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 28, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **301 N ANN STREET** OWNED BY OR MAY HAVE AN INTEREST: **WARREN MASON,** 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 0 007 067
COUNCIL DISTRICT 2 – WARREN MASON
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

301 N Ann Street

Property Details			
	748622	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	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	10-13-22	Comments	

Property Score			
Score	92	Score Description	~~Blight Review~~ Demo

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 02/01/2023

Property Address: 301N Ann Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 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.
- [ ] 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. Repair or remove the dilapidated carport/structure at left of main house.
- [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. Secure all windows and doors on vacant house.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Warren W Mason
1915 S Bell Cour Drive
Mobile, Alabama 36605-3238

February 1, 2023

RE: **301 N Ann Street**
Project Number: ME-166-22

Dear Warren W Mason:

On January 25, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 301 N Ann Street.

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

LOT 7 BLK 33 CAMP GROUND TR T MBK 1/12 #SEC 40 T4S R1W #MP29 06 0 007

Parcel Number: 29 06 40 0 007 067

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 **March 18, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 18, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 18, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 18, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 28, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama,** in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

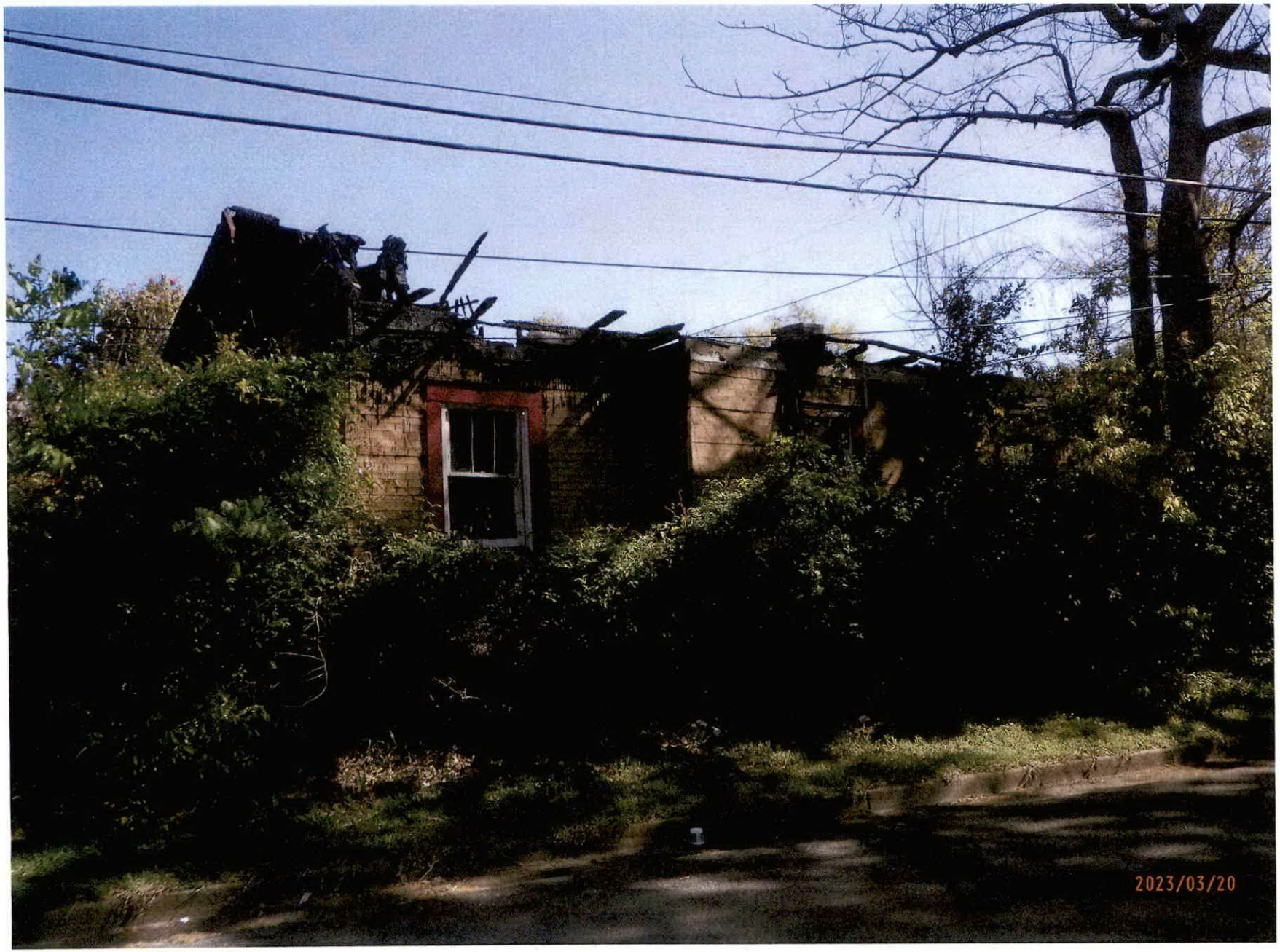
Gary Jackson
Municipal Enforcement Program Coordinator










2023/03/20


2023/03/20


2023/03/20


2023/03/20

Affidavit of Mailed Notice

Date: March 28, 2023

State of Alabama
County of Mobile

Subject Property – 301 N Ann Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, 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 **2 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
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 301 N Ann Street Date: December 15, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 25, 2022

Per the Title Report, the owner is: Warren W. Mason

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Warren W Mason 1915 S Belle Cour Dr Mobile AL 36605-3238	Owner Phone number 251-476-3485
2	Owner 301 N Ann Street Mobile AL 36603-5423	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens: City of Mobile vs Warren W. Mason and Rather L Mason recorded 10/20/2022 instrument number 2022067019

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Willam Carroll - DIstrict 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Funding Source

Project # 1003-B Houston Street - ME-056-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1003-B Houston Street	Cover Memo	3/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	3/23/2023 - 11:23 AM

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1003-B Houston 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 **1003-B Houston Street** described as:

E 1/2 LOT 2 HOUSTON ST EXT MBK 3 P 351 #SEC 28 T4S R1W #MP29 10 28 3 001

Parcel Number: 29 10 28 3 001 002.01

Last Assessed to: Heir of Adele Lott (fka Williams), C/O Heather Lawrence

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
March 21, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 28, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1003-B HOUSTON STREET** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF ADELE LOTT (FKA WILLIAMS), C/O HEATHER LAWRENCE,** 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 3 001 002.01
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

1003-B Houston Street

Property Details			
Parcel Key	092760	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	06-09-22	Comments	

Property Score			
Score		Score Description	

TC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7-11-22

Voted 5-0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 02/01/2023

Property Address: 1003-B Houston Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 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.
- [ ] 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

Heather Lawrence
10 Parker Street Apt 10
Port Chester, New York 10573-3930

February 1, 2023

RE: **1003-B Houston Street**
Project Number: ME-056-22

Dear Heather Lawrence:

On December 31, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1003-B Houston Street.

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

E 1/2 LOT 2 HOUSTON ST EXT MBK 3 P 351 #SEC 28 T4S R1W #MP29 10 28 3 001

Parcel Number: 29 10 28 3 001 002.01

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 **March 18, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 18, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 18, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 18, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 28, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator


2023/03/20

NUISANCE ABATEMENT **1003-B HOUSTON STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1003-B HOUSTON STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1003-B HOUSTON STREET** **AGENDA PHOTOS / DW**



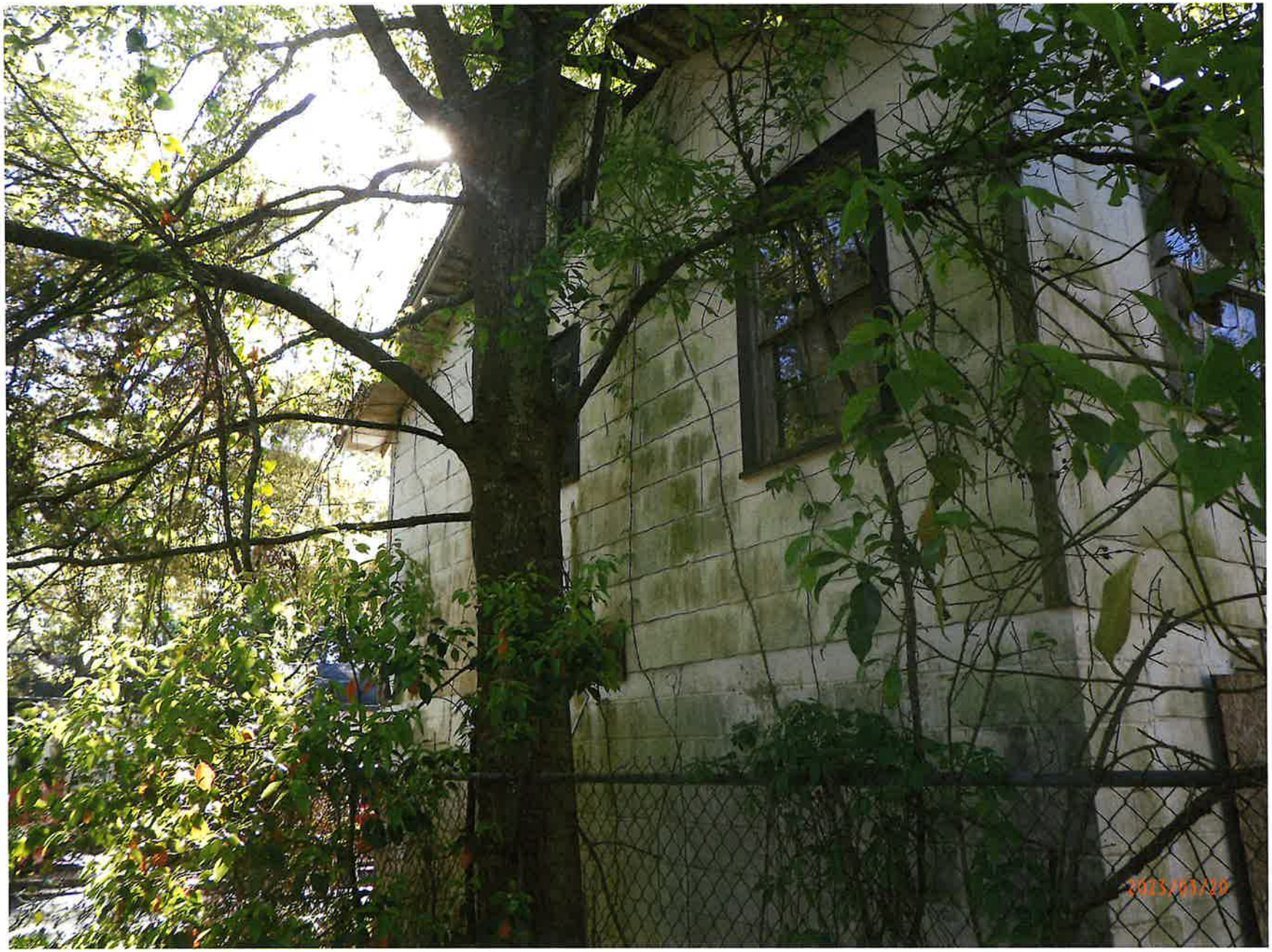
NUISANCE ABATEMENT **1003-B HOUSTON STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1003-B HOUSTON STREET** **AGENDA PHOTOS / DW**






2023/05/26

NUISANCE ABATEMENT **1003-B HOUSTON STREET** **AGENDA PHOTOS / DW**




2023/03/20

NUISANCE ABATEMENT **1003-B HOUSTON STREET** **AGENDA PHOTOS / DW**




2023/03/20

Affidavit of Mailed Notice

Date: March 28, 2023

State of Alabama
County of Mobile

Subject Property – 1003-B Houston Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, 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
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1003-B Houston Street Date: October 7, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 20, 2022

Per the Title Report, the owners are: Heirs of Adele Williams fka Adele Lott deceased DOD 12/08/2015

Notes: I spoke with Lorraine Canada to retrieve the information below. Could not locate obit for Adele Lott. Received heir information and probate attorney information from Lorraine Canada. She did not have a probate case number.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Lorraine D Canada 19 Whaley St Danbury CT 06810-5307	Granddaughter of Adele Lott Payer of property taxes for 6 years Phone number 914-320-8835 Phone number 203-748-3520
2	Louis E Williams 2808 Rose Valley Dr Ste 1407 Fort Washington MD 20744-2550	Heir/Son of Adele Lott Phone number 202-230-8203 Phone number 301-265-9719 Phone number
3	Heather Lawrence 10 Parker St Apt 10 Port Chester NY 10573-3930	Heir/Daughter of Adele Lott Phone number 914-935-9042
4	Clifton Henderson 1003-A Houston St Apt A Mobile AL 36606-1137	Heir/Son of Adele Lott Also, subject address Per Lorraine Canada, Clifton lives in the front house aka Apartment A
5	Clifford Sharpe 307 Morgan Ave Mobile AL 36606-1738	Family Attorney handling Estate Phone number 251-343-6700

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

Weed Lien filed by the City of Mobile vs. Adele Williams fka Adele Lott recorded in Probate Court on 5/23/2022, instrument # 2022036032

Open Mortgages: NONE

Lis Pendens:

Lis Pendens – City of Mobile vs Adele Williams fka Adele Lott recorded 8/4/2022 instrument number 2022051689

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - C J Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/28/2023

Renewal Date of Contract:

3/28/2023

Funding Source

Project # 4019 Tulsa Drive - ME153-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition -4019 Tulsa Drive	Cover Memo	3/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	3/23/2023 - 11:28 AM

RESOLUTION

Sponsored by: Councilmember C J Small - District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **4019 Tulsa Drive** 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 **4019 Tulsa Drive** described as:

LOT 10 AMELIA COURT MBK 8/8 #SEC 40 T5S R1W #MP32 11 40 0 001

Parcel Number: 32 11 40 0 001 073

Last Assessed to: KURLEY V 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
March 21, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 28, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **4019 TULSA DRIVE** OWNED BY OR MAY HAVE AN INTEREST: **KURLEY V 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: 32 11 40 0 001 073
COUNCIL DISTRICT 3 –C J SMALL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

Flood Zone

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

4019 TULSA DR

Property Details

PARCEL KEYX	**01040545**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	**3**
STRUCTURE TYPE	**Residential**	FLOOD ZONE	**AE**

Survey Results

DANGER TO ADJOINING PROPERTY	**N**	TAX DELINQUENT	**N**
DANGER TO PUBLIC ROW	**N**	CODE VIOLATIONS	**Y**
DANGER TO HUMAN/LIFE/HEALTH	**N**	UTILITIES DISCONNECTED	**Y**
HISTORIC CONTRIBUTING STRUCTURE	**N**	WATER PENETRATING STRUCTURE	**Y**
VACANT	**Y**	FIRE DAMAGE	**Y**
OPEN BUILDING PERMITS	**N**	ROOF DAMAGE	**Y**
BUILDING OPEN TO THE PUBLIC	**Y**	WALL COMPROMISED	**Y**
PROXIMITY TO BLIGHT	**Y**	FOUNDATION COMRROMISED	**N**
SURVEY DATE	**2022-04-19**	COMMENTS	

Property Score

SCORE ~~48~~ 73

SCORE DISCRIPTION **Review Committee**

Notes

TC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8/29/22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 02/01/2023

Property Address: 4019 Tulsa Road **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.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 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.
- [ ] 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

Kurley V Johnson
14 Washington Place
Mobile, Alabama 36603-5136

February 1, 2023

RE: **4019 Tulsa Road**
Project Number: ME-153-22

Dear Kurley V Johnson:

On January 25, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 4019 Tulsa Road.

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

LOT 10 AMELIA COURT MBK 8/8 #SEC 40 T5S R1W #MP32 11 40 0 001

Parcel Number: 32 11 40 0 001 073

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 **March 18, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 18, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 18, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 18, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 28, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **4019 TULSA DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **4019 TULSA DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **4019 TULSA DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **4019 TULSA DRIVE** **AGENDA PHOTOS / DW**




2023/03/20

NUISANCE ABATEMENT **4019 TULSA DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **4019 TULSA DRIVE** **AGENDA PHOTOS / DW**




2023/03/20

NUISANCE ABATEMENT **4019 TULSA DRIVE** **AGENDA PHOTOS / DW**




2023/03/20

NUISANCE ABATEMENT **4019 TULSA DRIVE** **AGENDA PHOTOS / DW**




2025/03/20

Affidavit of Mailed Notice

Date: March 28, 2023

State of Alabama
County of Mobile

Subject Property – 4019 Tulsa Drive

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, 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 **2 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
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **4019 Tulsa Road** Date: October 19, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 1, 2022

Per the Title Report, the owner is: Kurley V. Johnson

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Kurley V Johnson 14 Washington PL Mobile AL 36603-5136	Owner Phone number 251-214-3011
2	Kurley V Johnson 4019 Tulsa Rd Mobile AL 36605	Subject Property

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

Lis Pendens: City of Mobile vs Kurley V Johnson recorded 10/20/2022 instrument number 2022067022

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - C J Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/28/2023

Renewal Date of Contract:

3/28/2023

Funding Source

Project # 2077 Victory Drive W - ME120-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition -2077 Victory Drive W	Cover Memo	3/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	3/23/2023 - 11:32 AM

RESOLUTION

Sponsored by: Councilmember C J Small - District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2077 Victory Drive W** 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 **2077 Victory Drive W** escribed as:

LOT 1 BLK 3 VICTORY PL MBK 3 P 658 #SEC 29 T4S R1W #MP29 09 29 4 003

Parcel Number: 29 09 29 4 003 088

Last Assessed to: BRITTENY NORRIS

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
March 21, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 28, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2077 VICTORY DRIVE W** OWNED BY OR MAY HAVE AN INTEREST: **BRITTNEY NORRIS,** 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 09 29 4 003 088
COUNCIL DISTRICT 3 –C J SMALL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

2077 VICTORY DR W

Property Details

PARCEL KEYX	**00876500**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
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	**N**
DANGER TO HUMAN/LIFE/HEALTH	**N**	UTILITIES DISCONNECTED	**N**
HISTORIC CONTRIBUTING STRUCTURE	**N**	WATER PENETRATING STRUCTURE	**Y**
VACANT	**N**	FIRE DAMAGE	**N**
OPEN BUILDING PERMITS	**N**	ROOF DAMAGE	**Y**
BUILDING OPEN TO THE PUBLIC	**N**	WALL COMPROMISED	**Y**
PROXIMITY TO BLIGHT	**N**	FOUNDATION COMRROMISED	**N**
SURVEY DATE	**2022-04-13**	COMMENTS	**Accessory structure**

Property Score

SCORE **51**

SCORE DISCRIPTION **Demo**

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8/8/22

Voted 3-2 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 02/01/2023

Property Address: 2077 Victory Drive W **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.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 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.
- [ ] 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

Brittney Norris
2726 Moot Avenue
Mobile, Alabama 36606-2111

February 1, 2023

RE: **2077 Victory Drive W**
Project Number: ME-120-22

Dear Brittney Norris:

On January 25, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2077 Victory Drive W.

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

LOT 1 BLK 3 VICTORY PL MBK 3 P 658 #SEC 29 T4S R1W #MP29 09 29 4 003

Parcel Number: 29 09 29 4 003 088

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 **March 18, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 18, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 18, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 18, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 28, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **2077 VICTORY DRIVE W** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2077 VICTORY DRIVE W** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2077 VICTORY DRIVE W** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2077 VICTORY DRIVE W** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2077 VICTORY DRIVE W** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2077 VICTORY DRIVE W** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2077 VICTORY DRIVE W** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2077 VICTORY DRIVE W** **AGENDA PHOTOS / DW**




2023/03/20

NUISANCE ABATEMENT **2077 VICTORY DRIVE W** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2077 VICTORY DRIVE W** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2077 VICTORY DRIVE W** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2077 VICTORY DRIVE W** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2077 VICTORY DRIVE W** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: March 28, 2023

State of Alabama
County of Mobile

Subject Property – 2077 Victory Drive W

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, 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 affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 2077 Victory Drive West Date: October 13, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 1, 2022

Per the Title Report, the owner is: Brittney Norris

NOTE: Lien Forward Investments has an unrecorded state tax deed when they quit claimed property to Brittney Norris. Also, Pace Mortgage is still an open mortgage but per Alabama Secretary of State the business has dissolved.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Brittney Norris 2726 Moot Ave Mobile AL 36606-2111	Owner Phone number 205-447-5114 Phone number 205-447-5114
2	Brittney Norris 2077 Victory Dr W Mobile AL 36606-4246	Secondary address for owner and subject address
3	Robert L Thomas 6551 Dickens Ferry Rd Apt 1008 Mobile AL 36608-3985	Owner (prior to tax sale) Phone number 251-622-7575

TAX STATUS: Unrecorded Tax Deed

4	Lien Forward Investments, LLC 406 S Wood St Cleburne TX 76033-5435	Unrecorded tax deed per Revenue Commission Phone number 682-271-8877

Parties with recorded liens per Title Report:

5	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama vs Robert L Thomas Account number IIT-R003881235 Lien Number 194938368

Weed Lien filed by the City of Mobile vs. Robert Thomas Louis, recorded in Probate Court on 03/28/2017, bk7491 pg1574

Open Mortgages

6	First Franklin c/o Security Connections'1935 International Way Idaho Falls, ID 83402	Unreleased Mortgage by Robert Thomas recorded 3/26/2006 bk5933 pg764

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Ben Reynolds - DIstrict 4

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/28/2023

Renewal Date of Contract:

3/28/2023

Funding Source

Project # 5651 Stegal Street - ME-126-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 5651 Stegal Street	Cover Memo	3/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	3/23/2023 - 11:35 AM

RESOLUTION

Sponsored by: Councilmember Ben Reynolds - District 4

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **5651 Stegal 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 **5651 Stegal Street** described as:

LOTS 9 10 11 & 12 BLK 4 OF E A SMITH SUB MBK 2 PG 14 #SEC 10 T6S R2W #MP38 02 10 2 000

Parcel Number: 38 02 10 2 000 061

Last Assessed to: HEIR OF JOHN LEONARD WILLIAMS, C/O SONJA KNIGHT

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
March 21, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 28, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **5651 STEGAL STREET** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF JOHN LEONARD WILLIAMS, C/O SONJA KNIGHT,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 38 02 10 2 000 061
COUNCIL DISTRICT 4 – BEN REYNOLDS
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

5651 STEGALL ST

Property Details

PARCEL KEYX	**01249161**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	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	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	N
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	~~N~~ Y
SURVEY DATE	**2022-04-28**	COMMENTS	

Property Score

SCORE ~~38~~ 63 Y

SCORE DISCRIPTION **Review Committee**

Notes

IC

Mobile Home

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-15-22

Voted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 02/01/2023

Property Address: 5651 Stegal Street **District No:** 4

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 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.
- [ ] 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

Heir of John Leonard Williams
C/O Sonja Knight
750 Magnolia Road
Mobile, Alabama 36606-2224

February 1, 2023

RE: **5651 Stegal Street**
Project Number: ME-126-22

Dear Sonja Knight:

On January 25, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 5651 Stegal Street.

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

LOTS 9 10 11 & 12 BLK 4 OF E A SMITH SUB MBK 2 PG 14 #SEC 10 T6S R2W #MP38 02 10 2 000

Parcel Number: 38 02 10 2 000 061

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 **March 18, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 18, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 18, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 18, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 28, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **5651 STEGAL STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **5651 STEGAL STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **5651 STEGAL STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **5651 STEGAL STREET** **AGENDA PHOTOS / DW**




2023/03/19

NUISANCE ABATEMENT **5651 STEGAL STREET** **AGENDA PHOTOS / DW**




2023/03/19

Affidavit of Mailed Notice

Date: March 28, 2023

State of Alabama
County of Mobile

Subject Property – 5651 Stegal Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, 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 **15 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
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **5651 Stegall St** Date: October 17, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 8, 2022

Per the Title Report, the owners are: Heirs of John Leonard Williams DOD 4/25/2012

Notes: Paul Williams (son) predeceased John Williams (father). Could not locate obit.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Dosher W Grant 725 Bristol St Utica NY 13502-4115	Heir/Daughter of John Leonard Williams DOD 4/25/2012 Phone number 315-733-7059
2	Boneaquan Alston 1000 Mcrae Ave Mobile AL 36606-2108	Heir/Daughter of John Leonard Williams DOD 4/25/2012 Phone number 251-476-2912 Phone number 251-303-9632 Phone number 251-348-7902
3	Boneaquan Alston 3059 Louis Dr N Mobile AL 36606-2823	Secondary Address
4	Stephanie Quinnie 1086 Leigh CT Mobile AL 36617-2811	Heir/Daughter of John Leonard Williams DOD 4/25/2012 Phone number 251-643-3386 Phone number 251-545-0811
5	John L Williams Jr 7149 Mobile St Theodore AL 36582-2234	Heir/Son of John Leonard Williams DOD 4/25/2012
6	Augustine White 4860 Dan Williams Rd Theodore AL 36582-2418	Heir/Daughter of John Leonard Williams DOD 4/25/2012

7	Augustine White 7141 Mobile St Theodore AL 36582-2234	Secondary Address
8	Johnnie L Williams 4860 Dan Williams Rd Theodore AL 36582-2418	Heir/Son of John Leonard Williams DOD 4/25/2012 Phone number 757-484-1870
9	Lorenzo Williams 209 Expense St Rome NY 13440-4028	Heir/Grandson of John Leonard Williams DOD 4/25/2012
10	Mario Williams 1415 Elm St Utica NY 13501-4409	Heir/Grandson of John Leonard Williams DOD 4/25/2012
11	Joseph Bernard Williams 67 11th Ave Chickasaw AL 36611-2729	Heir/Grandson of John Leonard Williams DOD 4/25/2012
12	Marco P Williams 103 Elm St Syracuse NY 13212-1305	Heir/Grandson of John Leonard Williams DOD 4/25/2012 Phone number 315-458-7527
13	Sonja Knight 750 Magnolia Rd Mobile AL 36606-2224	Heir/Daughter of John Leonard Williams DOD 4/25/2012

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

14	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama vs Johnnie L Williams Acct; # IIT-R005245137 Lien Number 625468928
15	Springhill Memorial Hospital 3719 Dauphin St Mobile AL 36608	Springhill Memorial vs Boneaquan Alston recorded 11/10/2015 bk7320 pg1803

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/23/2023 - 12:34 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **2775 SPRINGHILL AVENUE, f/k/a 2773 SPRINGHILL AVENUE**

Sponsored by: Councilmember Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **2775 Springhill Avenue, f/k/a 2773 Springhill Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **2775 Springhill Avenue, f/k/a 2773 Springhill Avenue** to be **$55,736.09** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$55,736.09** shall constitute a special assessment against the property at structure **2775 Springhill Avenue, f/k/a 2773 Springhill Avenue** and being that property more particularly described as follows:

BLK 3 CRICHTONS SUB OF CRICHTON DBK 107 N S P 216 SD BLK CONSTITUTING 1 LOT FRONTING 71 FT ON SPRINGHILL AVE & EXT SLY THEREFROM BET CONVERGING LINES TO PT W/L BEING 221 FT & E/L BEING 196 FT 7 IN BD ON N BY SPRINGHILL AVE ON E BY ST & ON W BY PORTERS LN OR MOBILE BAY SHORE RR CO #SEC 17 T4S R1W #MP29 08 17 3 000

Parcel No.: **29 08 17 3 000 002**

Owner: **MYMS, INC., A TEXAS CORPORATION**
P O BOX 160812
MOBILE AL 36616-1812

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **March 28, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the *demolition* of the structure at **2775 Springhill Avenue, f/k/a 2773 Springhill Avenue**, for the proposed amount of **$55,736.09**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

January 11, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-056-21	**2775 Springhill Ave/FKA 2773 Springhill Ave**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been **demolished** and the property owners should be assessed as indicated:

Legal Description: BLK 3 CRICHTONS SUB OF CRICHTON DBK 107 N S P 216 SD BLK CONSTITUTING 1 LOT FRONTING 71 FT ON SPRINGHILL AVE & EXT SLY THEREFROM BET CONVERGING LINES TO PT W/L BEING 221 FT & E/L BEING 196 FT 7 IN BD ON N BY SPRINGHILL AVE ON E BY ST & ON W BY PORTERS LN OR MOBILE BAY SHORE RR CO #SEC 17 T4S R1W #MP29 08 17 3 000

Parcel Number: **29 08 17 3 000 002**
Amount: ~~**$ 55,536.09**~~ $55,736.09
Assessed To: MYMS, INC., A TEXAS CORPORATION
P O BOX 160812
MOBILE AL 36616-1812

The legal description and assessment information was furnished by Municipal Enforcement Department.

Attached is the cost breakdown of the total cost of the demolition.

Sincerely yours

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member Cory Penn, file copy

ATTACHMENT

Total Cost Breakdown for Demolition – 2775 Springhill Ave/FKA 2773 Springhill Avenue

$34,400.00 – Nuisance Abatement – Demolition of Structure (2775/FKA 2773 Springhill Avenue

$10,493.00 - Change Order No. 1 (Underground Tanks and Piping)
$1,578.34 - Thompson Engineering (Limited H
$4,064.75 - Thompson Engineering (Limited Hazardous Material Survey)
$2,500.00 - Dorsey & Dorsey (Site Construction Plans)
$2,500.00 - Dorsey & Dorsey (Construction Observation)

$55,536.09 – Total Cost of Demolition

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	8 Cases
Council District 2	William Carroll	11 Cases
Council District 3	C J Small	1 Cases
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Scott Jones	3 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Assess Cost for Weed Lien Group 1636

Effective Date of Contract:

3/28/2023

Funding Source

Project # Weed Lien Group 1636 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Weed Lien Group 1636	Backup Material	3/23/2023
resolution	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			3/23/2023 -

Enforcement	Gauthier, Lana	Approved	11:42 AM

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, Program Coordinator

DATE: **March 23, 2023**

SUBJECT: **Weed Lien Group 1636 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1636.** Please place these on the City Council's Agenda for **Tuesday, March 28, 2023**

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	
	1636	Res. No.
11/15/2022	LOTS TO BE DECLARED	58-1009
12/20/2022	LOTS FOR PUBLIC HEARING	58-1107
3/28/2023	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	2905 Pages Lane	27200	22239	$ 182.00	1	
2	200 Cuba St	21226	22240	$ 50.00	2	CBO
3	2440 Ridge Rd N	20909	22241	$ 185.00	1	
4	254 N Pine St	21756	22242	$ 50.00	2	CBO
5	2862 Pages Lane	29664	22244	$ 250.99	1	
6	1612 Roach St	27578	22245	$ 50.00	1	CBO
7	1825 St Charles Ave	27619	22246	$ -	1	CBD
8	1402 Pecan St	28781	22247	$ 182.00	2	
9	1101 Bay Ave	21783	22248	$ -	3	N/A
10	163 Kennedy St	19392	22249	$ 182.00	2	
11	161 Kennedy St A	27805	22250	$ 182.00	2	
12	607 Petit Ave	29557	22251	$ 50.00	1	CBO
13	662 Stimrad Rd	28912	22252	$ 50.00	2	CBO
14	660 Stimrad Rd	28914	22253	$ -	2	CBD
15	609 Petit Ave	29560	22254	$ -	1	N/A
16	630 Stimrad Rd	28911	22255	$ 50.00	2	CBO
17	0 Crystal Ct N	30101	22256	$ -	6	UDL
	Par No. (28 09 32 1 000 001.053)					
18	0 Crystal Ct N	30103	22257	$ -	6	UDL
	Par No. (28 09 32 1 000 001.061)					
19	0 Crystal Ct N	30104	22258	$ -	6	UDL
	Par N. (28 09 32 1 000 001.062)					
20	616 Petit Ave	29568	22259	$ 50.00	1	CBO
21	0 Stimrad Rd/628 Stimrad Rd	28910	22260	$ 210.00	2	
	Par No. (29 02 44 0 017 049.XXX)					
22	0 Stimrad Rd/624 Stimrad Rd	28909	22261	$ 210.00	2	
	Par No. (29 02 44 0 017 048.XXX)					
23	666 Stimrad Rd/1858 Reddy St	27753	22262	$ -	2	N/A
	Par No. (29 02 44 0 017 057.XXX)					
				$ 1,933.99		

District total for this group

1	8
2	11
3	1
4	0
5	0
6	3
7	0
	23

Numbers of lots cut

1	3
2	5
3	0
4	0
5	0
6	0
7	0
	8

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

*CBC Cut By Contractor

*UDL Undeveloped Lot

Marchetta Dante 3-22-2023 Gary Rader 3/22/23

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 16, 2023

Lot Owner: **ROWE KEVIN & PAMELA**

Address: **1628 NORTHVIEW DR**

City, State, Zip: **MOBILE, AL 36618**

Group Number: **1636** Item # **1**

Lot Description: **LOT 3 BLK M NEESES ADD TO CRICHTON MBK 4 N S P 168 #SEC 18 T4S R1W #MP29 08 18 1 002 (29 08 18 1 002 086.XXX) 2905 PAGES LN**

Nuisance Date: 11/15/2022 Posting Date: 12/13/2022 Hearing Date: 12/20/2022

Date lot was cut: 3/13/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,705	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	1	$	7.00	$	7.00
		Total Project Cost:			$	182.00

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 16, 2023

Lot Owner: **TRAINER SHIRLEY M**

Address: **1665 VAN DORN ST**

City, State, Zip: **MOBILE, AL 36605-2007**

Group Number: **1636** Item # **2**

Lot Description: **THAT CERTAIN LOT OF LAND ON E/S OF CUBA ST BDED BY LINE DESC AS FOLLS- BEG AT PT ON E/S OF CUBA ST 129.03 FT S OF SE COR OF CUBA ST & CAMP ST THEN RUN S-LY ALG E/L OF CUBA ST 27.72 FT THEN WITH DEFL ANG TO LT 70 DEG 40 MIN RUN E-LY ALG LINE OF FENCE DIS OF 110 FT TO PT THEN WITH DEFL ANG TO LT 109 56 MIN RUN N-LY DIS OF 26.3 FT TO PT THEN WITH DEFL ANG TO LT 70 DEG 48 MIN RUN N-LY DIS OF 110 FT TO PT OF BEG BEING A PORTION OF LOT 3 TOUART SUB OF HASTIE TRT DBK 90 P 291 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 225.XXX) 200 CUBA ST**

Nuisance Date: 11/15/2022 Posting Date: 12/13/2022 Hearing Date: 12/20/2022

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	2,970	0	$	125.0000	$	-
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:			$	50.00

Shelia Dean
SECRETARY

Marketta Agate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 16, 2023

Lot Owner: **POWE RALPH & ANNIE L**

C/O MARVA A POWE & ANNIE L POWE

Address: **810 BELEVUE ROAD UNIT 214**

City, State, Zip: **NASHVILLE, TN 37221-2733**

Group Number: **1636** Item # **3**

Lot Description: **LOT 11 BLK A CEDAR RIDGE SUB MBK 5 P 287 #SEC 44 T4S R1W #MP29 02 44 0 028 (29 02 44 0 028 013.XXX) 2440 RIDGE RD N**

Nuisance Date: 11/15/2022 Posting Date: 12/13/2022 Hearing Date: 12/20/2022

Date lot was cut: 3/13/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,671	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	185.00

Shelia Dean
SECRETARY

Markketta Pate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 16, 2023

Lot Owner: **BAYLES JOYCELYN DENNIS**

Address: **P. O. BOX 39023**

City, State, Zip: **BIRMINGHAM, AL 35208**

Group Number: **1636** Item # **4**

Lot Description: **BEG NE COR PINE & CONGRESS STS TH NLY ALG PINE ST 75.5 FT FOR BEG CONT NLY ALG ST 33.25 FT ENCLOSED ANG 88 DEG 48 MIN ELY 124.8 FT TH ENCLOSED ANG 91 DEG 21 MIN SLY 36 FT TH ENCLOSED ANG 87 DEG 19 MIN WLY 124.85 FT TO BEG BEING PT LOTS 1 & 2 BLK 22 CAMP GROUND TRT DBK 48 P 343 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 513.XXX) 254 N PINE ST**

Nuisance Date: 11/15/2022 Posting Date: 12/13/2022 Hearing Date: 12/20/2022

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,399	0	$	125.0000	$	-
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:			$	50.00

Sheila Dean
SECRETARY

Margaretha Jaate
INSPECTOR

Gary Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 16, 2023

Lot Owner: **KINGSIZE ENTERPRISES INC**

C/O DOROTHY HEARD

Address: **615 HOSANNA RD**

City, State, Zip: **GRIFFIN, GA 30223-5864**

Group Number: **1636** Item # **5**

Lot Description: **LOT 17 BLK H NEESES ADD TO CRICHTON MBK 4 NS P 168 #SEC 18 T4S R1W #MP29 08 18 1 001 (29 08 18 1 001 108.XXX) 2862 PAGES LANE**

Nuisance Date: 11/15/2022 Posting Date: 12/13/2022 Hearing Date: 12/20/2022

Date lot was cut: 3/13/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	$ 125.0000	$ -
Standard Rate		15,519	$ 0.0125	$ 193.99
Adminitration Fee	Each	1	$ 50.00	$ 50.00
Per Spare Tire		0	$ 3.00	$ -
Debris Removal	Cubic Yard	1	$ 7.00	$ 7.00
		Total Project Cost:		**$ 250.99**

Shelia Dean
SECRETARY

Marsheth Davis
INSPECTOR

Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
March 16, 2023

Lot Owner: **MARSHALL FREDRICK A**
& BRENDA L MARSHALL
Address: **1624 HAND AVE**
City, State, Zip: **WHISTLER, AL 36612-1762**
Group Number: **1636** Item # **6**

Lot Description: **LOTS 7 & 8 BLK 10 LINCOLN PARK 2 MBK 4/284 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 223.XXX) 1602 ROACH ST**

Nuisance Date: 11/15/2022 Posting Date: 12/13/2022 Hearing Date: 12/20/2022
Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	10,740	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:			$	50.00

Shelia Decen
SECRETARY
Malcheta Foute
INSPECTOR
Amy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 16, 2023

Lot Owner: **HERRON ADOLPH**

& ROSE MARIE

Address: **1709 WINSTON LN**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1636** Item # **7**

Lot Description: **LOT 17 STRAUSS 1ST ADD TO TOULMINVILLE DBK 156 P 294-295 #SEC 44 T4S R1W #MP29 02 44 0 033 (29 02 44 0 033 085.XXX) 1825 ST CHARLES AVE**

Nuisance Date: 11/15/2022 Posting Date: 12/13/2022 Hearing Date: 12/20/2022

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,333	0	$	125.0000	$	-
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:			$	50.00

Julia Dean
SECRETARY

Marchetta Steele
INSPECTOR

Tony Tolbert
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
March 16, 2023

Lot Owner: **GRANT TERESA FISHER**
A/K/A MARY TERESA FISHER GRANT
& GAIL FISHER GRANT

Address: **4703 CASTILLA AVE**

City, State, Zip: **RICHMOND CA 94804**

Group Number: **1636** Item # **8**

Lot Description: **E 1/2 OF LOT 1 & E 1/2 OF LOT 4 BLK 10 STRAUSS 2ND AD D TO WOLFF HGTS MBK 2 P 53 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 093.01X) 1402 PECAN ST**

Nuisance Date: 11/15/2022 Posting Date: 12/13/2022 Hearing Date: 12/20/2022

Date lot was cut: 3/13/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,212	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	1	$	7.00	$	7.00
		Total Project Cost:			$	182.00

Sheila DEAN
SECRETARY

Margaretta Jarte
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
March 16, 2023

Lot Owner: **WILLIAMS DEMETRIUS L**

Address: **2607 FARNELL DR**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1636** Item # **10**

Lot Description: **BEGIN AT S/W COR OF STATE & KENNEDY ST TH RUN W ALG S/L OF STATE ST 100 FT TO A PT TH RUN SLY 40 FT TO A PT TH ELY 100 FT TO TH W/L OF KENNEDY ST TH RUN N ALG SD W/L 40 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 617.XXX) 163 KENNEDY ST**

Nuisance Date: 11/15/2022 Posting Date: 12/13/2022 Hearing Date: 12/20/2022

Date lot was cut: 3/13/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,001	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	1	$	7.00	$	7.00
		Total Project Cost:			$	182.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 16, 2023

Lot Owner: **WILLIAMS DEMETRIUS L**

Address: **2607 FARNELL DR**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1636** Item # **11**

Lot Description: **PT GRT SEC 40 T4S R1W DESC AS COMG SW COR STATE & KENNEDY STS TH WLY 100 FT (S) TO BEG TH SLY 40 FT TH ELY 100 FT TH SLY 50 FT TH WLY 110 FT TH NLY 90 FT TH ELY 10 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 616.01X) 161 KENNEDY ST**

Nuisance Date: 11/15/2022 Posting Date: 12/13/2022 Hearing Date: 12/20/2022

Date lot was cut: 3/13/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,000	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	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**182.00**

Shelia Dean
SECRETARY

Margretta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 16, 2023

Lot Owner: **TERRY LULA GAMBLE, JOHNNY GAMBLE, ELLA GAMBLE WILMER, TONY GAMBLE,**

Address: **2502 PHILPOT AVE**

City, State, Zip: **SELMA, AL 36703**

Group Number: **1636** Item # **12**

Lot Description: **LOT 24 BLK 3 RESUB FIRST UNIT OF GULF HGTS SUBDIV MBK 5 P 633 #SEC 44 T4S R1W #MP29 02 44 0 027 (29 02 44 0 027 103.XXX) 607 PETIT AVE**

Nuisance Date: 11/15/2022 Posting Date: 12/13/2022 Hearing Date: 12/20/2022

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,425	0	$	125.0000	$	-
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:			$	**50.00**

Sheila Dean
SECRETARY

Marguerite Foute
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
March 16, 2023

Lot Owner: **WILCOX MARY H**
C/O CHANDRA WATKINS
Address: **2695 GENEVIE ST**
City, State, Zip: **SAN BERNADINO, CA 92405-3513**
Group Number: **1636** Item # **13**

Lot Description: **LOT 23 & E 10 FT OF LOT 22 BLK 4 HAPPY HILL SUB MBK 4/431 #SEC 44 T4S R1W #MP29 02 44 0 017 (29 02 44 0 017 056.XXX) 662 STIMRAD RD**

Nuisance Date: 11/15/2022 Posting Date: 12/13/2022 Hearing Date: 12/20/2022
Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	2,205	0	$	125.0000	$	-
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:			$	50.00

Shelica Dean
SECRETARY
Marchetta Tate
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 16, 2023

Lot Owner: **RANDOLPH ALFRED SR**

Address: **715 CHIN ST**

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

Group Number: **1636** Item # **16**

Lot Description: **LOT 30 BLK 4 OF HAPPY HILL SUB MBK 4 P 431 #SEC 44 T4S R1W #MP29 02 44 0 017 (29 02 44 0 017 050.XXX) 630 STIMRAD RD**

Nuisance Date: 11/15/2022 Posting Date: 12/13/2022 Hearing Date: 12/20/2022

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	2,240	0	$	125.0000	$	-
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:			$	50.00

Shelia Dean
SECRETARY

Manchester Jante
INSPECTOR

Amy Taylor
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
March 16, 2023

Lot Owner: **WASHINGTON JAMES M**

C/O MARY B WASHINGTON

Address: **405 S SAGE AVE**

City, State, Zip: **MOBILE, AL 36606-2904**

Group Number: **1636** Item # **20**

Lot Description: **LOT 18 BLK 4 RESUB OF RESUB OF 1ST UNIT OF GULF HGTS MBK 5 PGS 633-634 #SEC 44 T4S R1W #MP29 02 44 0 027 (29 02 44 0 027 092.XXX) 616 PETIT AVE**

Nuisance Date: 11/15/2022 Posting Date: 12/13/2022 Hearing Date: 12/20/2022

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,798	0	$	125.0000	$	-
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:			$	**50.00**

Shelia E. Sour
SECRETARY

Margaretta Jarte
INSPECTOR

Tony Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 16, 2023

Lot Owner: **RANDOLPH ALFRED L SR & ANNIE JEWEL**

Address: **715 CHIN ST**

City, State, Zip: **MOBILE, AL 36610-4108**

Group Number: **1636** Item # **21**

Lot Description: **LOT 31 BLK 4 HAPPY HILL SUB MBK 4 PG 431 #SEC 44 T4S R1W #MP29 02 44 0 017 (29 02 44 0 017 049.XXX) 628 STIMRAD RD**

Nuisance Date: 11/15/2022 Posting Date: 12/13/2022 Hearing Date: 12/20/2022

Date lot was cut: 3/13/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	1,881	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	5	$ 7.00	$ 35.00
		Total Project Cost:		$ 210.00

Shelia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 16, 2023

Lot Owner: **RANDOLPH ALFRED L SR**

& ANNIE JEWEL

Address: **715 CHIN ST**

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

Group Number: **1636** Item # **22**

Lot Description: **LOT 32 BLK 4 HAPPY HILL SUB DIV MBK 4/431 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 017 (29 02 44 0 017 048.XXX) 624 STIMRAD RD**

Nuisance Date: 11/15/2022 Posting Date: 12/13/2022 Hearing Date: 12/20/2022

Date lot was cut: 3/13/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,149	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	5	$ 7.00	$ 35.00
		Total Project Cost:		$ 210.00

Shelia Deaon
SECRETARY

Marchetta Tate
INSPECTOR

Tony Tucker
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 1636** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Joseph Snowden, Executive Director of Administrative Services

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Employee of the Month - Resolution	Cover Memo	3/15/2023
Employee of the Month - Resolution	Cover Memo	3/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Adminstrative Services	Gauthier, Lana	Approved	3/23/2023 - 12:23 PM

March 15, 2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

FEBRUARY 2023 – SHERYL GILLESPIE (Employee #12939)
HUMAN RESOURCE
OAIII – PAYROLL DEPARTMENT

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

March 15, 2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

FEBRUARY 2023 – SHERYL GILLESPIE (Employee #12939)
HUMAN RESOURCE
OAIII – PAYROLL DEPARTMENT

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER CORY PENN

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH THE #TEAMUP2CLEANUP CAMPAIGN.

Amount of Contract:
$2,000.00

Funding Source

Project # DSC-01/10041020/42080	**Discretionary Funds** DSC-01
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - BAY AREA WOMEN COALITION, INC.	Cover Memo	3/22/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	3/22/2023 - 3:02 PM

60- 2023

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

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$2,000.00** to Bay Area Women Coalition, Inc., from his discretionary funds*; and

WHEREAS, Bay Area Women Coalition, 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 Bay Area Women Coalition, Inc*., will be used to assist with the #teamuptocleanup Campaign,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,000.00** to Bay Area Women Coalition, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

THE FUNDS WILL BE USED TO ASSIST WITH THE PURCHASE OF EQUIPMENT AND UNIFORMS FOR THE BASEBALL TEAM.

Amount of Contract:

$500.00

Funding Source

Project # DSC-01/10041020/42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - TRINITY GARDEN FALCONS ATHLETICS	Cover Memo	3/22/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	3/22/2023 - 1:42 PM

60- 2023

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

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$500.00** to Trinity Garden Falcons Athletics, from his discretionary funds*; and

WHEREAS, Trinity Garden Falcons Athletics*,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Trinity Garden Falcons Athletics*, will be used to assist with the purchase of equipment and uniforms for the baseball team,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$500.00** to Trinity Garden Falcons Athletics, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH THE ISOM CLEMON CIVIL RIGHTS MEMORIAL PARK SCULPTURE.

Amount of Contract:
$2,000.00

Funding Source

Project # **Discretionary Funds** DSC-02/10041020/42200

Project String DSC-02 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	3/23/2023 - 12:01 PM

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

Sponsored by: *Councilmember* William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate **$2,000.00** to Main Street Mobile, Inc., from his discretionary funds*; and

WHEREAS, *Main Street Mobile, 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 *Main Street Mobile, Inc., will be used to assist with the Isom Clemon Civil Rights Memorial Park sculpture,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,000.00** to Main Street Mobile, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BEN REYNOLDS

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE SIXTH ANNUAL KENTUCKY DERBY BENEFIT - HATS AND HORSES

Amount of Contract:

$1,500.00

Funding Source

Project # DSC-04/10041020-42080 **Discretionary Funds** DSC-04

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - CASA MOBILE, INC. (COURT APPOINTED SPECIAL ADVOCATES)	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	3/23/2023 - 7:00 AM

60- 2023

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

Sponsored by: *Councilmember Ben Reynolds*

WHEREAS, *Councilmember Reynolds wishes to appropriate* ***$1,500.00*** *to CASA Mobile, Inc.,* ***(Court Appointed Special Advocates)****, from his discretionary funds*; and

WHEREAS, *CASA Mobile, 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 *CASA Mobile, Inc., will be used to assist with the with the Sixth Annual Kentucky Derby Benefit – Hats and Horses on Saturday, May 6, 2023, at Heron Lakes Country Club,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$1,500.00*** *to CASA Mobile, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Rebecca Christian, Accounting

Sponsored by:

Councilman Scott Jones

Purpose and Scope of Project:

Determine an appropriation to Historic Mobile Preservation Society serves a public purpose and approve payment in the amount of $1000

Funding Source			
Project #		**Discretionary Funds**	1,000
Project String		**Contract Number:**	
Budget Amendment	**REDUCE** **INCREASE**		
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/21/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	3/21/2023 - 7:30 AM

60- 2023

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

Sponsored by: *Councilmember Scott Jones*

WHEREAS, *Councilmember Jones wishes to appropriate* ***$1,000.00*** *to Historic Mobile Preservation Society, from his discretionary funds*; and

WHEREAS, *Historic Mobile Preservation Society.,* 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 *Historic Mobile Preservation Society., will be used to assist with the Boyington Oak Festival on May 20th – 21st.,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$1,000.00*** *to Historic Mobile Preservation Society., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER SCOTT JONES

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE MOBILE POLICE DEPARTMENT ANNUAL BANQUET & AWARDS PRESENTATION.

Amount of Contract:

$2,500.00

Funding Source

Project # DSC-06/10041020/42080 **Discretionary Funds** DSC-06

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION-THE PACT THEATRE COMPANY FOUNDATION	Cover Memo	3/22/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	3/22/2023 - 1:46 PM

60- 2023

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

Sponsored by: *Councilmember Scott Jones*

WHEREAS, *Councilmember Jones wishes to appropriate **$2,500.00** to The PACT Theatre Company Foundation, from her discretionary funds*; and

WHEREAS, *The PACT Theatre Company Foundation,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to The PACT Theatre Company Foundation*, will be used to assist with the Mobile Police Department Annual Banquet & Awards Presentation,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,500.00** to The PACT Theatre Company Foundation, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Approve POs for Fuel for the Wave Transit.

General Fund.

Amount of Contract:
Total of all is $86,989.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230323 Agenda Package Wave Fuel POs	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7281	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$21,747.25	(279229) PETROLEUM TRADERS CORPORATION
7282	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$21,747.25	(279229) PETROLEUM TRADERS CORPORATION
7283	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$21,747.25	(279229) PETROLEUM TRADERS CORPORATION
7284	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$21,747.25	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00007281-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT AL. STATE CONTRACT #180000000002-999-1-84.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS	7525.00	2.89000	21747.25
	PRICE.	GALLON		
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			21747.25
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7525.00	0.00000	0.00
		EACH		
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00007281-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 21747.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	21747.25	8385758.93
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	03/21/23	JAMES NEESE JR	GL Allocation changed
Approved	03/21/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/21/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/21/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/21/23	JOHN PAINE	Approved by: 9105neej
Approved	03/21/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00007281-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007282-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT #180000000002-999-1-84.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	2.89000	21747.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			21747.25
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00007282-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

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

Requisition Link

Requisition Total 21747.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	21747.25	8385758.93
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	03/21/23	JAMES NEESE JR	GL Allocation changed
Approved	03/21/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/21/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/21/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/21/23	JOHN PAINE	Approved by: 9105neej
Approved	03/21/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00007282-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007283-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT #180000000002-999-1-84.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	2.89000	21747.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			21747.25
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00007283-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 21747.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	21747.25	8385758.93
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

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Approved	03/21/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/21/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/21/23	JOHN PAINE	Approved by: 9105neej
Approved	03/21/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00007283-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007284-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT #180000000002-999-1-84.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	2.89000	21747.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			21747.25
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00007284-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 21747.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	21747.25	8385758.93
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	03/21/23	JAMES NEESE JR	GL Allocation changed
Approved	03/21/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/21/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/21/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/21/23	JOHN PAINE	Approved by: 9105neej
Approved	03/21/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00007284-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
MA-Gasoline and Diesel Fuel Amendment #1

Type
Master Agreement

Supplier
Petroleum Traders Corp

Contract Code
200000000389-999-1

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/14/2021

End Date
3/30/2023

Documents

- T104 Purpose T&C's.xml
- Final_MA_999_200000000389_1_MA_FORM_ADV_PDF.PDF
- Final_MA_999_200000000389_1_MA_FORM_ADV_PDF.PDF
- T104-Taxes and Fees line 6 description.xml
- T104 Gasoline and Diesel Fuel T and C.xml

Items

Item Name	Product Code		UOM
LAMAR, DIESEL 7500> GALLONS, DELIVERY	200000000389-999-1-1	0.05	Gallon
LAMAR, DIESEL 7500> GALLONS, DELIVERY	200000000389-999-1-1	0.00	Gallon
FUEL PRICING GASOLINE AND DIESEL FUEL	200000000389-999-1-2	0.00	USD
TAXES/FEES-FEDERAL/STATE/LOCAL	200000000389-999-1-3	0.00	USD

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

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

CONTACT INFORMATION

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

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

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

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

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

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

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

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

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

Final

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

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

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

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

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

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

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

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

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

COMMODITY / SERVICE INFORMATION

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

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

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

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

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

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

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

Final

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Final

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

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

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

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

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

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

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

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

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

COMMODITY / SERVICE INFORMATION

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

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

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

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

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

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

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

Final

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

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

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

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

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

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

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

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

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

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

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

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

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

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

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

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

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

Final

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

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

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

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Authority:

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

Choice of Law; Venue:

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

Not to Constitute a Debt of the State:

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

Bid Response Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification Pursuant to Act no. 2006-557

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

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

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade."

Ordering Process:

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

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

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

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

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

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

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

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

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

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

Fuel report:

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

*Excludes State and Federal Holidays.

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

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

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

********** **Source of Fuel Report figures** **********

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

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TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

……Gasoline……Diesel
AL Excise…… 0.1800……$0.1900*

AL Inspection…… $0.0200……Exempt
…….or $0.0200**

Federal Oil Spill…….....$0.0019……$0.00214
Liability ……..

Federal Lust……..$0.0010…….$0.0010

AL Import Fee…….N/A……..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Sunbelt Fire Inc for bunker gear for MFRD.

General fund.

Amount of Contract:
$34,944.00

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

ATTACHMENTS:

Description	Type	Upload Date
2023 Sunbelt Agenda Package POs	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 3:00 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7393	2023	(1510) FIRE ADMINISTRATION	BUNKER GEAR FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$34,944.00	(198904) SUNBELT FIRE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007393-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1100.70.00.0000.0000.0000.0000.0000.49301. Review: Buyer: 910518227 Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/21/23	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER YOUR QUOTE AND THE HGAC CONTRACT EE08-19			
001	FIRE COAT SHORT LENGTH, MFD/NFPA SPECS, CROSSTECH MOISTURE BARRIER, TRI COLOR FDNY REFLECTIVE TRIM. RADIO POCKET LEFT CHEST, MFRD ON BACK, HUNG LETTER PATCH, COLORS AS STATED. VENDOR TO PROVIDE GLOBE G-XCEL. Additional Description Notes --- HGAC FEE INCLUDED, COTRACT: EE08-19 Vendor Item Inventory Item/Loc 4267	4.00 EACH	1970.00000	7880.00
1	1100.70.00.0000.0000.0000.0000.0000.49301.			7880.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00007393-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1100.70.00.0000.0000.0000.0000.0000.49301.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/21/23	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
002	FIRE TURNOUT/BUNKER PANT, HIGH WAIST, MFD/NFPA SPECS, TRI COLOR REFLECTIVE FDNY TRIM. TO BE FURNISHED WITH PADDED RIPCORD ADJUSTMENT "H" STYLE SUSPENDERS. VENDOR TO PROVIDE GLOBE G-GPS. Additional Description Notes --- HGAC FEE INCLUDED, COTRACT: EE08-19 Vendor Item Inventory Item/Loc 4268	17.00 EACH	1592.00000	27064.00
1	1100.70.00.0000.0000.0000.0000.0000.49301.			27064.00

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

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

Requisition Link

Bill To	Requisition 00007393-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1100.70.00.0000.0000.0000.0000.0000.49301.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/21/23	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			34944.00

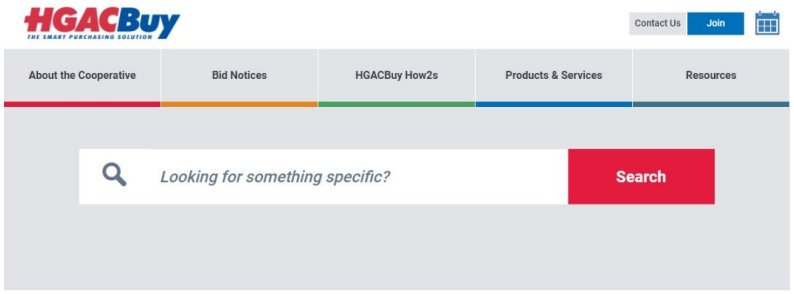
***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1100.70.00.0000.0000.0000.0000.0000.49301.		
	34944.00	100703.57
DESIGNATED & DONATED FUNDS EXP REVENUE-FIRE DEPARTMENT		

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

Activity	Date	Clerk	Comment
Approved	03/22/23	LONA WHITLOCK	
Rejected	03/21/23	JOHN PAINE	per your request
Approved	03/22/23	DONALD ROSE	Auto approved by: 910518227
Approved	03/22/23	SANDRA LEWIS	
Approved	03/22/23	KAREN NAMAN	Auto approved by: 910518227
Approved	03/22/23	JOHN PAINE	Auto approved by: 910518227
Approved	03/22/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature



Product Information

Product Description
Globe G-Xcel 2019

Manufacturer
Globe

Product Code
EE19LFG

Contract
EE08-19 Emergency Medical & Rescue Equipment

Contract Category
Emergency Equipment & Supplies

Discount
25

Price Unit
EA

Keyword(s)
Bunker/Wildland Rescue Gear

View Catalog

Vendors Offering This Product

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

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

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

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Andy Branscum
andy.branscum@macqueengroup.com
Phone: 636-239-3867
Fax: 636-239-7830

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Kevin Kreuger
kevin.kreuger@macqueengroup.com
Phone: 651-464-1010
Fax: 651-404-1011

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

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Dale Trettel
dale.trettel@macqueengroup.com
Phone: 612-710-4068
Fax: 651-645-6668

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

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

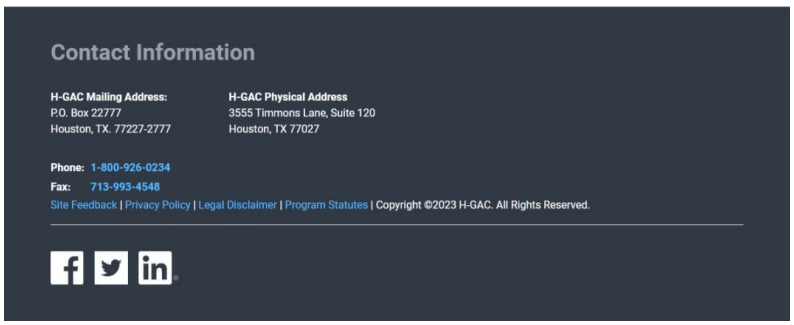
Witmer Public Safety Group
Jeff Trego
jtrego@wpsginc.com
Phone: 610-857-8070
Fax: 888-335-9800

Contact HGACBuy

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

Return to Products & Services

View This Contract



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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

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

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Empire Truck Sales LLC for 4 cu yd concrete truck for Public Services Maintenance.

General fund.

Amount of Contract:

$150,500.00

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

ATTACHMENTS:

Description	Type	Upload Date
2023 Empire Agenda Package POs	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:58 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1818	2023	(F7000) MOTOR POOL	4 CU YD CONCRETE TRUCK FOR PUBLIC SERVICES MAINTENANCE (SEALED BID 5782)	$150,500.00	(055656) EMPIRE TRUCK SALES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00001818-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MUNICIPAL GARAGE
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	CARTERD@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	DIANE CARTER-MCCARTY
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/22	055656	11/03/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	CONCRETE TRUCK: VENDOR TO PROVIDE FREIGHTLINE M2 CHASSIS WITH TEREX 4.0 CU YD MINI MIXER AS OER MY BID #5782 AND YOUR QUOTE	1.00 EACH	150500.00000	150500.00

Additional Description Notes

CONCRETE TRUCK REQUESTED BY 2086 PUBLIC SERVICES MAINTENANCE.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02070 .VEHICLEEXP. . 150500.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 150500.00

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP. .	150500.00	227244.17

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

Account	Amount	Remaining Budget

Bill To	Requisition 00001818-00 FY 2023
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
EMPIRE TRUCK SALES LLC 2495 W I-65 SERVICE RD N MOBILE, AL 36612 Tel#251-330-0088 Fax 800-550-0088	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/22	055656	11/03/22			MOTOR POOL

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	150500.00	100703.57
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)	

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

Activity	Date	Clerk	Comment
Approved	12/06/22	CHARLES SUMRALL	Reviewed and approve
Approved	12/06/22	KINA ANDREWS	Auto approved by: 910520042
Approved	12/06/22	JAMES DELAPP	Auto approved by: 910520042
Approved	12/06/22	MARC VASSALLO	
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Unknown	03/22/23	JOHN PAINE	
Approved	03/22/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/22/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/22/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/22/23	JOHN PAINE	
Approved	03/22/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5782
4.0 CU YARD CONCRETE TRUCK

EMPIRE TRUCK	WARD INTERNATIONAL
$150,500.00	$166,241.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
03/01/2023	5782	MOTOR POOL	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, March 17, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
QTY 1	**4.0 CUBIC YARD CEMENT MIXER TRUCK** 4.0 cubic yard Cement Mixer Truck including cab & chassis and Cement Body as per the attached MINIMUM specifications. Chassis Make & Model _____ Mixer Body Make & Model _____ Page 1 of 2					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. **TO BE AWARDED ALL OR NONE.**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

SPECIFICATIONS

1 – 2 door, 2 wheel drive cab & chassis with the following minimum specifications:

1. Wheel Base – shall be appropriate for chassis and mixer body.

2. Engine & Equipment – Cummins brand NO substitute; power take off; two (2) 12 volt batteries; 12 volt starter; horizontal muffler & vertical pipe RH; spin-on type coolant filter; 15 cubic foot air compressor or greater.

3. Transmission – Allison Automatic.

4. Frame & Equipment – 110,000 or greater single channel frame; full-width front bumper; bumper extension, front spacer; front and rear tow hooks

5. Front Axle – sufficient for weight.

6. Rear Axle & Equipment – to handle weight of unit; parking brake; anchor lock; slack adjusters; driven-controlled locking differential; synthetic axle lube.

7. Tires & Wheel – front tires – street tires; rear tires – all-terrain grip.

8. Cab & Equipment – standard cab, 2 door cab; tilting hood; air ride cloth trim driver's seat; two-man passenger seat; lap & shoulder seat belts; air conditioning integral with heater; dual air horn; dual western stainless steel heated mirrors; steering wheel; tinted glass all around; single electric horn.

9. Instruments – air cleaner restriction indicator gauge; direct read air pressure gauge; direct read oil pressure gauge; electric coolant temperature gauge; electric fuel gauge; voltmeter; engine hour meter oil pressure activated; parking brake control dash mounted; electric speedometer – MPH/KmH; electric tachometer; low air pressure warning light & buzzer; warning buzzer for differential lock; multi electric winshield wipers.

MIXER

10. Mixer – 4.0 cubic yard; rated cu. ft. drum volume.

11. Drum – 3/16" "AR" fins with dual wear rods; slid welded inside seams; outside seams; drum track surface machined; 42" discharge opening; bolt in auxiliary "surge fins" and bolt-on inspection hatch.

12. Drum Transmission – hydrostatic drive.

13. Hydrostatic Drive Dump – variable displacement, pump; relief in pump; equipped with 10-micron filter; dynamically balanced drive shaft for pump; pump to be PTO mounted to transmission. Mounting in/to front of engine not acceptable; heavy duty front mounted oil cooler with bypass.

14. Water System – approximately 100 gallon steel side-mounted water tank; 3-position fill, dump and hold valve; high pressure relief valve; off-set sight gauge; 6" stainless steel spring-loaded flapper filler valve; 1" rear water injection line plus a 25 foot wash down hose with pistol grip spray nozzle.

15. Drum Rollers – roller; bearings; double-sealed; center shaft lubrication; roller adjustments provided; 26" throat; Hopper hinges at top for air operated swing-away feature.

16. Rear ladder – non-skid ladder rungs and platform base; fold down boarding extension; guard rail on top platform.

17. Drum Controls – in-cab drum rotation control, chute raise and lower; rear platform controls; cable control for drum rotation; truck throttle; chute raise and lower; rear injection and wash down valve; optional chute lock and hopper control.

18. Chutes – paving type main with transitional fold over. Chute length to be 8 foot, in 2 pieces, fold-over style; 2-48" extensions for 16 foot total length; positive 7-position pin.

19. Chute Hoist – electric over hydraulic chute hoist; push button control; 2 ½" or equal diameter chute lift cylinder.

20. Revolution Counter – electric revolution counter mounted on truck dash with resettable read out, features Proximity Sensor Control.

21. Fenders – steel double flange with heavy duty end plates, recessed light sockets; reflectors and mud flaps on rear center fender support.

22. Mixer Lights – sealed LED light system; all wires color coded; extra stop turn & tail installed in fenders.

23. Painting – mixer and components steel shot blasted prior to priming with high solids epoxy primer; finish coat AKZO Coating's Sikkens or equal; high solids acrylic urethane; solid white in color.

24. Safety – truck mounted mixers furnished with back up alarm; decal for chutes, ladder, load and water.

25. All lighting shall comply with current ICC/DOT requirements.

26. All lighting shall be LED.

27. Truck shall have a four (4) corner LED strobe system to be separate heads. LED corner lights NOT to be mounted in headlights fixtures or turn signals.

28. Parts manuals for mixer.

29. Manuals for chassis.

30. 3 sets of keys.

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for annual renewal of Netmotion network mobility software for MIT (AL State contract),

Amount of Contract:

$15,900.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230323 CDW Agenda Package POs	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:58 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6753	2023	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF NETMOTION NETWORK MOBILITY SOFTWARE FOR MIT (ALABAMA STATE CONTRACT)	$15,900.00	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00006753-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
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	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/07/23	272932	03/07/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT MA 999 17000000186 AND YOUR QUOTE #NGCD927.			
001	ITEM: NetMotion Complete Conversion License renewal 1 month 1 device Supplier Part No: 6188162 Manufacturer Part No: NMCOMPCONRNW Manufacturer Name: NetMotion Supplier Quote No: 31768:NGCD927 NIGP: UNSPSC: 43000000	50.00 EACH	71.00000	3550.00
1	1000.10.23.5000.5000.5000.0000.0000.42150.			3550.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	ITEM: NetMotion Complete Conversion License renewal 1	100.00 EACH	123.50000	12350.00

Bill To	Requisition 00006753-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/07/23	272932	03/07/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	month 1 device Supplier Part No: 6188162 Manufacturer Part No: NMCOMPCONRNW Manufacturer Name: NetMotion Supplier Quote No: 31768:NGCD927 NIGP: UNSPSC: 43000000			
1	1000.10.23.5000.5000.5000.0000.0000.42150.			12350.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 15900.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	15900.00	929329.42
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

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

Bill To	Requisition 00006753-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 3

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 CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/07/23	272932	03/07/23			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	03/07/23	GREG HOLLIDAY	Auto approved by: 91057606		
	Approved	03/07/23	MARK PEARSON	Auto approved by: 91057606		
	Approved	03/07/23	SCOTT KEARNEY			
	Approved	03/07/23	UDARA JAYASENA	Auto approved by: 91057606		
	Approved	03/22/23	DONALD ROSE	Approved by: 9105fola		
	Approved	03/22/23	SANDRA LEWIS	Auto approved by: 910516727		
	Approved	03/22/23	KAREN NAMAN	Auto approved by: 910516727		
	Approved	03/22/23	JOHN PAINE	Auto approved by: 910516727		
	Approved	03/22/23	MICHAEL SPAFFORD	Auto approved by: 910516727		

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Software, Valued Added Reseller for COT Software

Type
Master Agreement

Supplier
CDW GOVERNMENT INC

Contract Code
17000000186-999

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Jennifer	Loretz	jennifer.loretz@purchasing.alabama.gov	334-242-7370

1 Result(s)

Supplier Contact

0 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
7/27/2017

End Date
1/7/2023

Documents

- Final_MA_999_17000000186_9_MA_FORM_ADV_PDF.PDF
- CDW SW V AR.pdf
- CDW NASPO VAR renewal.pdf
- CDW.pdf
- Final_MA_999_17000000186_6_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
CDW Software Contract No. ADSP016-130652	17000000186-999-1-1	0.00	USD

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Insight Public Sector, Inc., for 65 HP Elitebook laptop computers for MPD.
General fund.

Amount of Contract:

$32,628.70

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230323 Insight Agenda Package POs	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7365	2023	(1545) POLICE CYBER DIVISION	65 HP ELITEBOOK LAPTOP COMPUTERS FOR MPD (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$32,628.70	(296399) INSIGHT PUBLIC SECTOR

Adopted:

_____
City Clerk

Bill To	Requisition 00007365-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
INSIGHT PUBLIC SECTOR 6820 S HARL AVE TEMPE, AZ 85283 Tel#866-310-0184 Fax 480-761-7781	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/21/23	296399				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER OMNIA CONTRACT #4400006644 AND YOUR QUOTE #0226085216.			
001	REFURBUSHED COMPUTERS JOY1-5013-REF HP ELITEBOOK 800 G3-MT, CORE i7 7700-3.6GHz 16GB RAM, 1000GB SSD, DVDRW, WIN 10 PRO 64BIT, GRADE A REFURBISHED 1 YEAR WARRANTY OMNIA PARTNERS IT PRODUCTS & SERVICES(#4400006644)	65.00 EACH	501.98000	32628.70
1	1000.30.15.1530.1545.1530.0000.0000.44020.			32628.70
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 32628.70

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

Account	Amount	Remaining Budget

Bill To	Requisition 00007365-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
INSIGHT PUBLIC SECTOR	GULF COAST TECHNOLOGY CENTER
6820 S HARL AVE	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
TEMPE, AZ 85283	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#866-310-0184 Fax 480-761-7781	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/21/23	296399				POLICE CYBER DIVISION

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.44020.	32628.70	8385758.93
POLICE CYBER DIVISION EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	03/21/23	DONALD ROSE	Auto approved by: 9105fola
Approved	03/21/23	SANDRA LEWIS	Auto approved by: 9105fola
Approved	03/21/23	KAREN NAMAN	Auto approved by: 9105fola
Approved	03/21/23	JOHN PAINE	Auto approved by: 9105fola
Approved	03/21/23	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	03/21/23	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

Insight Public Sector, Inc.

Technology Products, Equipment, Services, and Solutions

Overview
Contract Documentation
Our Services
Community Broadband
FAQs
Partners
Cybersecurity
Education
State & Local
Public Safety

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities 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, or new OMNIA Partners contract. U.S. Communities and National IPA 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.

Technology Products, Services, Solutions and Related Products and Services

Fairfax County, VA

Contract Number: 4400006644

3 year initial term, May 1, 2016 – April 30, 2019

Option to renew for (4) additional (1) year periods or any combination thereof

The contract is extended for six (6) months, effective May 1, 2023 through October 31, 2023

Executive Summary

- Notice of Award w/Pricing
- Uniform Guidance

Contract Documents

- Contract 4400006644 Insight
- Contract Amendments
- Contract Amendment - Contract Renewal
- Amendment 6 - Federal Grant Terms
- Amendment 7 - Extension
- Manufacturers, Publishers & Suppliers
- NJ DOC #6– Disclosure of Investment Activities

RFP Documents

- RFP 2000001701
- RFP 2000001401 Addendum 1
- RFP 2000001401 Addendum 2
- RFP 2000001401 Addendum 3
- RFP 2000001701 Posting Document

Response Evaluation

- AZ Compliance

REQUEST CONTRACT INFORMATION



Hidalgo County Public WiFi Case Study



Contact Information

Email: OMNIA@insight.com
Phone: 800-546-0578
Fax: 800-846-2528

SUPPLIER WEBSITE

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

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

Rachel Laurie Riddle
Chief Examiner

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

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Starke Motorcars LLC for 40 2023 Chevrolet Tahoe police package SUVs for MPD.
General fund.

Amount of Contract:

$2,359,400.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230323 Starke Agenda Package POs	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6064	2023	(F7000) MOTOR POOL	40 2023 CHEVROLET TAHOE POLICE PACKAGE SUVS FOR MPD (SEALED BID 5775)	$2,359,400.00	(298394) STARKE MOTORCARS, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00006064-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
STARKE MOTORCARS LLC	MOTOR POOL
1018 N TEMPLE AVE	745 BROAD STREET
	MOBILE, AL 36604
STARKE, FL 32091	CARTERD@CITYOFMOBILE.ORG
UNITED STATES	
Tel#9043816551	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/15/23	298394	02/15/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SIZE POLICE PACKAGE, UPFITTED READY FOR USE SUV AS SPECIFIED: VENDOR TO PROVIDE 2023 CHEVROLET TAHOE 4 DOOR POLICE PACKAGE SUV, 2WD, MODEL CC10706 UPFITTED READY FOR USE. AS PER MY BID #5775 AND YOUR QUOTE	40.00 EACH	58985.00000	2359400.00
	Additional Description Notes --- 2023 CHEVROLET TAHOE 4 DOOR PP SUV. SEE ATTACHED SPECFICATIONS. REQUESTED BY POLICE DEPT.			
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			2359400.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY			
	Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 2359400.00

Bill To	Requisition 00006064-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
STARKE MOTORCARS LLC	MOTOR POOL
1018 N TEMPLE AVE	745 BROAD STREET
	MOBILE, AL 36604
STARKE, FL 32091	CARTERD@CITYOFMOBILE.ORG
UNITED STATES	
Tel#9043816551	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/15/23	298394	02/15/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	2359400.00	334133.29

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	2359400.00	8385758.93

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	02/15/23	CHARLES SUMRALL	
Approved	02/16/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	02/16/23	JAMES DELAPP	
Approved	02/16/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	02/27/23	DONALD ROSE	Approved by: 9105fola
Approved	02/27/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/27/23	KAREN NAMAN	Auto approved by: 910516727
Approved	02/27/23	JOHN PAINE	Auto approved by: 910516727
Approved	02/27/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

ADDENDUM

February 28, 2023

RE: City of Mobile Bid #5775 for Police Package Sports Utility Vehicles Upfitted and Ready for Use

Please consider the following to be ADDENDUM to City of Mobile Bid #5775 for Police Package Sports Utility Vehicles upfitted and ready for use.

CHANGE

Bid Opening

From

12:01 pm, Thursday, March 2, 2023

To

12:01 pm, Friday, March 10, 2023

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

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
02/16/2023	5775	Motor Pool	745 S. Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Thursday, March 2, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
Appx. 1-42	**POLICE PACKAGE SPORTS UTILITY VEHICLES UPFITTED AND READY FOR USE** 2023 Chevrolet PPV Tahoe Full Size, 2-Wheel Drive SUV Standard Police Package. Color to be specified with order. To include the following options: 6J7 Flasher, 6J3 Grille Wiring, 6J4 Horn Siren Circuit Wiring, Whelen Arges Spotlights, 6C7 Interior Dome Lamp, Front to have GM Brand Floor Liners only, Bucket Front Seats, Seat Option 5Y1 front seat delete, 20% seat delete with full new car warranty: Make _____ Model _____ Vehicles will be provided equipped with the patrol build equipment provided and installed. The City will provide and install the graphics packages locally after delivery to the City of Mobile.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

As the upfit process may take some time, City of Mobile will pay for vehicles once they have been upfitted and delivered to the City of Mobile Motor Pool.

City of Mobile will make no early or partial payment for vehicles prior to the vehicles being delivered.

Experience has shown that upfitters are able to do one (1) vehicle per day.

Vendor shall be responsible to provide the vehicle Equipped and Upfitted to the City of Mobile.

Vendor shall not substitute the make and models of the items to be added or upfitted to the vehicle bid. The City has set a standard that shall be followed.

Vehicles will be delivered to the City of Mobile Motor Pool. City will not pick up the vehicle from a vendor or dealership.

Vehicles are to be delivered with four (4) sets of fully functional keys and remote fobs that include the electronics and are coded to start the vehicles or open doors.

Include the price of application for Certificate or Title in your bid price.

All standard items are stated in your model. Literature must remain on vehicle, not removed except as noted.

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

City of Mobile Business License Required – See Item 14 (on reverse side).

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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

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

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

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

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

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

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

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PATROL BUILD

The Patrol Build Tahoe shall consist of the 2023 year model full size Chevrolet Tahoe PPV with 2-wheel drive. It shall include standard specifications and be white in color. It shall include the following factory options:

6J7 Flasher, 6J3 Grille Wiring, 6J4 Horn Siren Circuit Wiring, Whelen Arges Spotlight, 6C7 Interior Dome Lamp, 5Y1 20% Front Seat Delete, and fitted front and rear floor mats.

The Mobile Police Department will accept no substitutions for the following equipment. The following emergency equipment is computer controlled and/or must be designed to be compatible. The following products shall be provided and installed on the above vehicle:

1. **(1) SoundOff Signal ENGKTGD002 –This is a kit which consists of the following:**

   A. **(1) SoundOff Signal ENGCC01241 – bluePRINT system controller.**
   B. **(1) SoundOff Signal ENGHNK01 – bluePRINT central controller harness kit.**
   C. **(2) SoundOff Signal ENGHNK02 – bluePRINT remote node harness kit.**
   D. **(1) SoundOff Signal ENGSA07152 – bluePRINT 400 series remote mount siren control.**
   E. **(1) SoundOff Signal ENGCP18002 – bluePRINT 400 series siren control panel.**
   F. **(2) SoundOff Signal ENGND04101 – bluePRINT remote node.**
   G. **(2) SoundOff Signal ETSS100J5 – 100J series composite speaker w/ universal bracket.**
   H. **(1) SoundOff Signal ENGLMK001 – bluePRINT Link Module.**

*** bluePRINT® Central Controller - Communication Hub for use within the EV Control System - 1 Active High Ignition Input, 24 Outputs (100 Amps max) • Must use PC configuration software to manage the relationship between input and outputs to create vehicle behaviors to improve officer and public safety**
• Must be able to synchronize secondary lights to the light bar
• System must use Visual Diagnostic Indicators and Reliability Records for Each Output:
• Must be able to test and diagnose faults which may include over-current, over-temperature, over-voltage, under-voltage, and open-load.
• Logs are also recorded for the number of times the fault has occurred since last reset to aid in the diagnosis of intermittent connections.
• Each output has to have the ability to be individually timed after ignition is shut down; this eliminates the need for an external timer
• Each output has to have the ability to be programmed to load shed when the battery reaches certain programmed voltage levels
• Must have ignition security included in central controller—warning lights and siren activates when someone tries to steal the vehicle.
Input Voltage: 10-16Vdc (Negative Ground)
Outputs: Up to 82 programmable outputs
Inputs: Up to 40 discretely wired inputs + 24 CAN-BUS inputs
The Central Controller processor stores and interprets the input and output configuration from the software application and control outputs accordingly as well as monitors outputs for fault conditions. The Central Controller is fully software configurable via PC Software app through USB connection. The central controller is the communication hub for other system components within the EV Control System allowing for:
• A communication port for light bar
• A communication port for 14 button control panel
• A communication port for other control system devices
• Up to 5 remote nodes
• Input node
• Up to 2 200R siren amplifiers or (1) 400 series siren amplifier

The central controller allows for 24 outputs for connection to vehicle devices (100 Amps max) and has:
• (4) 10-amp fused outputs - constant power
• (8) 10-amp solid state switchable outputs

• (12) 5-amp solid state switchable outputs. Each output to have a status LED to show if output is active
Must have a diagnostic LED to aid in diagnosing system issues
Input Voltage: 10-16Vdc (Negative Ground) Dimensions: 7" x 6.25" x 1"
IGN ON: Standby Current: 140mA Operating Temp: -40°C to + 65°C
IGN OFF: Sleep Current: 0.34 MICROAMPS
Must have the following Program Functions:
• Increased visibility at intersections by tapping the horn—15 second aggressive pattern change with splashes of white, wall of white and horn tone, to clear intersections to improve safety, after 15 seconds warning pattern reverts back to last position
• All Blue Light Heads to Flicker Cruise by Axillary button
• Automatic Siren Cut and slide 1 traffic stop pattern, when vehicle is in park position
• Each door must have timed off/on delay of 8 seconds when officer exits vehicle or opens rear doors during interviews to prevent vision loss
• Automated Arrow control, when vehicle is in Drive, Arrow is disabled and last warning pattern is activated, when in Park, arrow resumes
• Increased visibility when braking when in slide position 2 or 3 (Red Light heads activate to signal following officers)
• Increased safety during high risk stops—Blitz Tactical Feature to be activated by Factory Horn and/or side switch (aggressive flash pattern with splashes of white and dual tone siren horn/piercer tones, 8 seconds, then full scene white lights forward facing, all side and rear lighting is off with exception of Rear Drivers Side Red Steady burn task light in cruise Mode. – Vehicle in Park with take downs on, slide position 1 for Blitz to function
• Ignition security activation when officer takes keys out of ignition to keep engine running, lights and siren are activated when someone depresses brake while trying to steal the vehicle. This feature must be included at no-cost. The gun lock will also be disabled after the ISS activates.
• 180 degree Flood/Scene lighting by turning on your high beams when the takedowns are on—gives the officer an advantage to see interior of vehicle without having to reach into press an auxiliary button
• Increased white light for reverse—rear facing light heads to activate solid white when vehicle is in reverse
• Increased red light for braking—rear facing light heads to activate solid red when brake is depressed
• Increased visibility by holding the horn to produce a front wall of white light to clear intersections, activated in slide position 3
• Individual timers to increase battery life and monitor power usage—eliminate extra batteries, all vehicle components are to be timed and load shed based on agency requirements
• Indicator beep will start beeping while service engine light is illuminated and the engine is running, causing officer to bring the vehicle in for fleet to determine cause of service engine warning.
• Must have up to 24 available matrices for expansion beyond what is listed above

NOTE: Due to system integrity and reduction of failure points, ALL programs and Pattern Modes/Matrices are to be achieved without the use of external relays or diodes.

2. (2) MNSTAR SOLUTIONS PD-B6I6 - 12 position split fused distribution block. This product must have 6 constant power, 6 switched power, and 12 ground connections.

3. (1) Setina BK2044TAH21 – Push bumper with factory installed SoundOff Signal nFORCE blue and white color LED lights. 2 mounted on the front and 2 on the sides. This product must be able to sync with light bar.

4. (1) SoundOff Signal ENVLB00EAY-1Q9 – nFUSE full size 54" light bar w/ take downs & alleys – clear lenses with blue/white to front w/scene, blue/amber rear for traffic director. This product must have multiple driver control boards for reliability.

5. (2) SoundOff Signal EMPS2QMS4E – mPower 4" fascia light quick mount, 18" hard wire w/ sync option, SAE class 1 & CA Title 13 compliant, 9-32 Vdc, black housing, 12 LED, dual color – blue/white. This product must have Dow Corning ClearDuty silicone molded one piece housing and optic design for longer life and to resist gravel pitting, scratching, or cracking.

6. (4) SoundOff Signal EMPS2QMS5RBW – mPower 4" fascia light quick mount, 18" hard wire w/ sync option, SAE class 1 & CA Title 13 compliant, 9-32 Vdc, black housing, 18 LED, tricolor –

red/blue/white. This product must have Dow Corning ClearDuty silicone molded one piece housing and optic design for longer life and to resist gravel pitting, scratching, or cracking.

7. **(1) SoundOff Signal ECVDMLTST4G – interior cargo/LED dome light, flush mount w/ grey base, 6" x 3", white LEDs.**

8. **(1) Gamber Johnson GJ-MBL2 – This is a kit which consist of the following:**

   A. **(1) Gamber Johnson 7170-0864-03 – Wide body console for 2021 Tahoe 13.5" high x 15.54" wide x 28.66" long**
   B. **Internal printer mount**
   C. **(2) Gamber Johnson 7110-1013 – side armrest**
   D. **(1) Gamber Johnson 7160-0846 – dual internal cup holder**
   E. **Computer stand**
   F. **Motion device**
   G. **(2) Mic clip brackets**
   H. **(1) Gamber Johnson 7160-1558 – vertical steel window bars**

9. **(1) Setina GK11191B1SHKSSCA – Blac-Rac universal partition mount rifle and shotgun lock.**

10. **(1) Setina PK0602TAH21SCA – recessed panel front partition with polycarbonate, polycarbonate sliding window, and metal backing.**

11. **(1) Setina DK0100TAH21 – plastic door panel covers.**

12. **(1) Setina QK0281TAH21 – Plastic seat replacement, seat belts, and polycarbonate rear partition combo.**

13. **(1) Brother PJ762 – thermal printer to include (1) Brother LB3692 14 ft. hardwire power cable.**

Installation details:

Item #1 – SoundOff Signal ENGKTGD002 – shall be installed as per manufacturer's specifications using factory supplied hardware. The system controller and harness kit will be mounted inside the Gamber Johnson center console. The remote nodes and harnesses will be mounted at locations to be determined. The SoundOff light and siren controller will be mounted on the Gamber Johnson console using a specific bracket. The siren speakers will be mounted to the push bumper using the supplied brackets and using stainless steel hardware.

Item #2 – MNSTAR SOLUTIONS PD-B6I6 - shall be installed per manufacturer's specifications inside the Gamber Johnson console. It will protect as well as provide power for all aftermarket equipment. Wiring connections for this item will be connected as follows:

Constant Power: Connected to constant power on front factory upfitter harness.
Ignition Power: Will be provided and managed by the bluePRINT system.
Ground: Connected to ground on front factory upfitter harness.

Item #3 – Setina BK2044TAH21 – shall be installed as per manufacturer's specifications to the front bumper.

Item #4 – SoundOff Signal ENVLB00EAY-1Q9 – shall be installed as per manufacturer's specifications to the rooftop of the Tahoe aligned with the "B" pillar. All wiring from the light bar will be protected by a grommet when passing through the roof and sealed with silicone.

Item #5 - SoundOff Signal EMPS2QMS4E - shall be installed as per manufacturer's specifications. They will be installed on the front driver and passenger fenders and aligned horizontally.

Item #6 – SoundOff Signal EMPS2QMS5RBW – shall be installed as per manufacturer's specifications. One set will be installed on the panel above the tail lights and aligned vertically. The other set will be installed on the panel beside the tag and aligned horizontally.

Item # 7 – SoundOff Signal ECVDMLTST4G – shall be installed as per manufacturer's specifications and centered on the inside of the rear hatch.

Item #8 – Gamber Johnson GJ-MBL2 – shall be installed as per manufacturer's specifications. The Gamber Johnson console shall be installed between the front two seats. The cup holders and arm rests shall be installed on the Gamber Johnson console. The computer stand and motion device shall be installed on the Gamber Johnson console. The mic clip brackets shall be installed on the Gamber Johnson console. The window bars shall be installed on both rear doors.

Item #9-12 - Setina GK11191B1SHKSSCA, Setina PK0602TAH21SCA, Setina DK0100TAH21, & Setina QK0281TAH21 – shall all be installed as per manufacturer's specifications.

Item #13 – Brother PJ762 and Brother LB3692 – shall be installed as per manufacturer's specifications in the Gamber Johnson console.

Additional Requirements:

Mobile Radio Wiring – the wiring harnesses for this item will be connected as follows:

Power:	Connected to constant power on the MNSTAR fused distribution block.
Ignition:	Connected to ignition power on the MNSTAR fused distribution block.
Ground:	Connected to ground on the MNSTAR fused distribution block.

There are 2 power wiring harnesses, 1 for the head unit (display) and 1 for the MRU unit (brain). The head unit will be mounted on the Gamber Johnson console using the specific bracket. The MRU will be mounted on the rear of the rear partition with a specific Harris bracket. A 3pin data cable will run between these 2 units. A Harris combination radio and GPS antenna will be installed on the rear of the roof. A RG-58 coaxial antenna cable and a GPS antenna cable will run from the combination antenna and terminate with a TNC connector and a SMA connector respectively at the location of the MRU. A radio speaker will be mounted with the supplied mounting bracket and hardware inside the Gamber Johnson console.

Factory Flashers –The factory flashers are factory installed. There will be an activation wire in the factory upfitter wiring harness that will be extended and connected to the SoundOff control unit so as to activate when programmed to.

- The installer will furnish to the City of Mobile a full diagram listing where The wire runs are located and listing what wiring scheme is being used (EX: Red=Constant Power, Yellow=Ignition Power, Black=Ground, Pink=Trigger, Blue and Brown=Siren, ETC).

- A warranty and service agreement will be made detailing what service will be provided and for what length of time.

- The company awarded the contract or its contractor shall stock replacement parts or have them readily available for repairs.

- All wiring shall be protected by a raceway, channel, loom, or conduit. Any wiring outside of the passenger compartment shall be loomed. Any connections made outside of the passenger compartment shall be soldered and heat shrunk, or at minimum a heat shrink type connector shall

be used. The connections on any wire 10 gauge or larger in diameter **must** have a mechanical connection (uninsulated crimp), as well as be soldered and heat shrunk regardless of location.

- All lights will be synchronized together.

- The installer is responsible for providing and installing all wiring, shop supplies, and any equipment not specifically listed as being provided by the City of Mobile; as necessary for a professional installation of the above listed items.

- All installations must be professional, neat in appearance, and performed by one organization. All manners of installation and wiring must be uniform and appropriate for the equipment being used as well as comply with industry standards.

- All wires will be routed behind trim and floor covering and positioned as to not interfere with other components.

- Any hardware not provided by the equipment manufacturer that the installer uses to mount equipment to the vehicle outside of the passenger compartment must be stainless steel.

*	**All above equipment to be installed prior to delivery**
**	**Quantity will be contingent upon pricing**
***	**Install shall include a Harris radio wiring kit to be provided to the contractor by the City of Mobile.**
****	**Install shall include an Axon Signal Vehicle which will also be provided to the contractor by the City of Mobile.**

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Relya Gill Mallory,
Capital Projects Administrator

Sponsored by:

William S. Stimpson,
Mayor

Purpose and Scope of Project:

To allocated $2,726,000.00 Collected in Storm Water Fees (Fund 4050) to Capital Project #C0446 for various stormwater related capital projects.

Funding Source

Project # C0446 Municipal Storm Water Fees Project	**Discretionary Funds**
Project String 4050	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Storm Water Fee Resolution	Cover Memo	3/20/2023
2023 Storm Water Allocation	Cover Memo	3/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	3/20/2023 - 1:38 PM
Budget	Holt, Robert	Approved	3/20/2023 - 4:52 PM
Legal	Kern, Chris	Approved	3/22/2023 - 11:44 AM
Legal	Kern, Chris	Approved	3/22/2023 -

Mayors Office	Montgomery, Brandi	Approved	11:44 AM 3/23/2023 - 2:53 PM

R E S O L U T I O N

Sponsored by: William S. Stimpson, Mayor

WHEREAS, THE CITY COUNCIL OF THE CITY OF MOBILE adopted Ordinance Number 01-024 on August 21, 2018 levying a storm water fee on Residential and Commercial Property to support the Storm Water Management Program (MS4); and

WHEREAS, Ordinance No. 01-024 is now codified at Article III, Chapter 17 of the Mobile City Code; and

WHEREAS, Sec. 17-47 of the Mobile City Code states:

"The storm water fees levied and collected pursuant to this division shall be deposited into a fund known as storm water fund to be designated for expenses incurred complying with the City's NPDES permit for operations of its MS4, including but not limited to eliminating floatables from and improving water quality in the rivers, streams and waterways of the City and other storm water management activities required by the City's storm water management program. All amounts remaining in the fund at the end of the fiscal year shall not lapse but shall retain their dedication to storm water purposes."

WHEREAS, The Revenue Commissioner of Mobile County assessed, collected, enforced and remitted the fees to the City of Mobile; and

WHEREAS, in order for such funds to be utilized for the purposes set forth in section 17-47, the Mobile City Council desires to allocate the funds to a capital projects;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $2,726,000, currently deposited in the Storm Water Fund, be allocated to Capital Project #C0446 Municipal Storm Water Fees Project for the following Storm Water Management projects:

Household Hazardous Waste Day 2024	$ 150,000.00
Miscellaneous Pipe Repairs (Citywide)	1,000,000.00
Tiger/Martin Luther King/Broad	841,000.00
(3) Pelican Residential Sweepers	735,000.00

ADOPTED:

_____

CITY CLERK

MEMORANDUM

To: Jim Barber, Chief of Staff
Bob Holt, Director of Finance

Date: February 28, 2023

Subject: FY2023 Storm Water Fee Allocation

Please find below the proposed allocations for the FY2023 fiscal year's Storm Water Fee. The line items, as allocated, support the City's MS4 program; as you are aware, 2014 State-level legislation requires that the Storm Water Fee must be used for expenditures which support the MS4 program.

The 2023 Annual Storm Water Fee Balance available for allocation is as follows:

ESTIMATED 2023 Annual Receipts - YTD	$2,900,000
less 5% to State	$145,000.00
less 1% to County	$29,000.00
2023 SW Fee Available for Allocations	**$2,726,000.00**

The FY2023 allocation list is as follows:

Allocation	NPDES Permit Justification	Amount
Household Hazardous Waste Day 2024 (2 events - spring and fall)	II. B. 9. Oils, Toxics, and Household Hazardous Waste Control	$150,000.00
Miscellaneous Pipe Repairs (City-wide)	II. B. Storm Water Program Elements and Requirements II. B. 3. Illicit Discharge and Elimination (IDDE)	$1,000,000.00
3 Pelican Residential Street Sweepers	II. B. 7. Pollution Prevention/Good Housekeeping for Municipal Operations	$735,000.00
Tiger/Martin Luther King/Broad	II. B. 1. b. Catch Basins; II. B. 3. Illicit Discharge and Elimination (IDDE)	$841,000.00
Total Public Works/Engineering Allocations		**$2,726,000.00**

Based on the above Storm Water Fee available and the above allocations, the projected reserve is:

***Projected* 2023 SW Fund Reserve**	**$0.00**

Sincerely,

James A. DeLapp
Executive Director, Public Works

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Relya Gill Mallory,
Capital Projects Administrator

Sponsored by:

William S. Stimpson,
Mayor

Purpose and Scope of Project:

To reallocate $500,000 within Capital Improvement Fund (2000) from Capital Project #C0116 Capital Improvement Reserve to Capital Project #C0472 I-65 and I-10 Lighting Improvements.

Funding Source

Project # C0472 I-65 and I-10 Lighting Improvements	**Discretionary Funds**
Project String 2000	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Interstate LED Lighting	Cover Memo	3/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	3/20/2023 - 3:29 PM
Budget	Holt, Robert	Approved	3/20/2023 - 5:53 PM
Legal	Kern, Chris	Approved	3/22/2023 - 11:55 AM
Legal	Kern, Chris	Approved	3/22/2023 - 11:57 AM

Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:57 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $500,000.00 in the Capital Improvement Fund (2000) be reallocated from Capital Project #C0116 Capital Improvement Reserve to Capital Project C0472 I-65 and I-10 Lighting Improvements. These funds will be used for maintenance/replacement materials, poles, fixtures, etc., relating to the LED interstate lighting upgrades project.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Conditional upon approval of $500,000 transfer resolution being approved. Change order required for additional materials to complete the LED street light project.

Amount of Contract:

$2,484,990.50

Effective Date of Contract:

6/13/2021

Funding Source

Project # LED Fixture Replacement for Interstate Street Lights 2021-2060-01 — **Discretionary Funds**

Project String 2000 20002000 44020 — **Contract Number:**C0472

Budget Amendment **REDUCE** **INCREASE** $422,149.15

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/23/2023
Change Order	Backup Material	3/23/2023
Change Order Overruns	Backup Material	3/23/2023
Change Order Underruns	Backup Material	3/23/2023
Change Order Additional Items	Backup Material	3/23/2023
Change Order Form	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	White, Jennifer	Approved	3/23/2023 - 10:48 AM
Capital	Rhodes, Brenda	Approved	3/23/2023 - 10:44 AM
Legal	Kern, Chris	Approved	3/23/2023 - 2:58 PM
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 3:01 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor 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 change order, by and between the City of Mobile, and the company listed below; for work as outlined in the change order attached hereto and made a part hereof as set forth in full, subject to the company signing the change order and furnishing the required bonds and insurance. A copy of said executed change order will be on file in the office of the City Clerk.

Name of Company:	InLine, LLC
City of Mobile Project No.:	Change Order for LED Fixture Replacement for Interstate Street Lights Project 2021-2060-01
Capital Project No.:	C0472
Change Order Amount:	$422,149.15

Adopted:

_____

City Clerk

CHANGE ORDER NUMBER 1 DATE March 14, 2023

PROJECT NAME AND NUMBER: LED Fixture Replacement for Interstate Street Lights Project No. 2021-2060-01

AT

TO InLine, LLC 600 Lakeshore Parkway Birmingham, AL 35209

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated October 15, 2021 .

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

Estimated Over Run (Attachment "A")	$	531,261.86
Estimated Under Run (Attachment "B")	$	(184,706.11)
Additional Items (Attachment "C")	$	75,593.40
Original Contract Price	$	2,484,990.50
Net total of Previous Change Orders	$	0.00
Previous Revised Contract	$	0.00
THIS CHANGE ORDER NUMBER 1 (ADD)	$	422,149.15
Revised Contract Price this Date	$	2,907.139.65

Extension of time resulting from this change order 0

BY:

Mayor

ATTEST:

City Clerk

Traffic Engineering Director

APPROVED BY:

ACCEPTED BY:

Owner/President

ATTEST:

Witness/Secretary

3-22-2023

Date

ATTACHMENT A
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ITEM OVER RUN

OWNER: CITY OF MOBILE, ALABAMA

InLine, LLC
600 Lakeshore Parkway
Birmingham, AL 35209

TITLE: LED Fixture Replacement for Interstate Street Lights
Project No. 2021-2060-01

ITEM			ORIGINAL CONTRACT ITEMS			PROJECT FINAL QUANTITIES		OVER RUNS	
NO	DESCRIPTION	Unit of Measure	QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
751-K	Replace Cobra Head Luminaire 480 Volt	Each	1,155	949.38	$ 1,096,533.90	1162.00	$1,103,179.56	7.00	$6,645.66
751-K	Replace Mongoose Syle Luminaire 480Volt	Each	125	1,126.33	$ 140,791.25	126.00	$141,917.58	1.00	$1,126.33
751-K	Replace Off Road Style Luminaire 480 Volt	Each	235	1,219.55	$ 286,594.25	270.00	$329,278.50	35.00	$42,684.25
751-D	Replace Luminaire Pole 28', 15' Aluminum Truss Arm with Simplex Saddle Bracket	Each	25	2,533.43	$ 63,335.75	27.00	$68,402.61	2.00	$5,066.86
751-D	Replace Luminare Pole 45', 15' Aluminum Truss Arm with Simplex Saddle Bracket	Each	25	3,596.59	$ 89,914.75	26.00	$93,511.34	1.00	$3,596.59
751-D	Replace Fuse Holder	Each	10	187.07	$ 1,870.70	634.00	$118,602.38	624.00	$116,731.68
751-B	Replace Pole Wiring Cable and Connectors	Each	5	348.86	$ 1,744.30	492.00	$171,639.12	487.00	$169,894.82
751-D	Replace Fuse	Each	10	45.73	$ 457.30	997	$45,592.81	987.00	$45,135.51
751-B	Replace Conduit and Circuit 2 inch PVC Schedule 40 by trenching method	LF	500	7.73	$ 3,865.00	698	$5,395.54	198.00	$1,530.54
751-B	Replace Conduit and Circuit #6 AWF XHHW Copper Conductor	LF	500	2.56	$ 1,280.00	3248	$8,314.88	2,748.00	$7,034.88
751-B	Install Quazite Junction Box	Each	10	639.25	$ 6,392.50	42	$26,848.50	32.00	$20,456.00
751-B	Replace Miscellaneous Hardware	Each	5	227.82	$ 1,139.10	34	$7,745.88	29.00	$6,606.78
745-A	Uniformed Officer	Hr	50	57.89	$ 2,894.50	1859.5	$107,646.46	1,809.50	$104,751.96
	TOTALS				**$1,696,813.30**		**$2,228,075.16**		**$531,261.86**

TOTAL OVER RUNS FOR CHANGE ORDER No. 1 = $531,261.86

ENGINEER: Jennifer White

CONTRACTOR: Wayne Curry

ATTACHMENT B
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ITEM UNDER RUN

OWNER: **CITY OF MOBILE, ALABAMA**

Inline, LLC
600 Lakeshore Pkwy
Birmingham, AL 35209

TITLE: **LED Fixture Replacement for Interstate Street Lights**
Project No. 2021-2060-01

ITEM			ORIGINAL CONTRACT ITEMS			PROJECT FINAL		UNDER RUNS	
NO	DESCRIPTION	Unit of Measure	QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
751-D	Replace Luminare Support 15' Truss Arm with Clamp-on Bracket	Each	5	1,159.74	$ 5,798.70	3	$3,479.22	2	$2,319.48
751-D	Replace Luminare Support 12' Arm with Clamp-on Bracket	Each	5	1,133.43	$ 5,667.15	1	$1,133.43	4	$4,533.72
751-D	Replace Luminare Pole28', 12' Aluminum Truss Arm with Simplex Saddle Bracket	Each	25	2,422.90	$ 60,572.50	8	$19,383.20	17	$41,189.30
751-D	Replace Luminare Pole 37', 15' Aluminum Truss Arm with Simplex Saddle Bracket	Each	25	3,349.22	$ 83,730.50	9	$30,142.98	16	$53,587.52
750-B	Roadway Lighting Pole Foundation 37' Pole	Each	20	1,844.13	$ 36,882.60	4	$7,376.52	16	$29,506.08
750-B	Roadway Lighting Pole Foundation 45' Pole	Each	20	1,844.13	$ 36,882.60	13	$23,973.69	7	$12,908.91
751-B	Replace Conduit and Circuit 1 inch PVC Schedule 40 by trenching method	LF	500	3.73	$ 1,865.00	240	$895.20	260	$969.80
751-B	Replace Conduit and Circuit 1 1/4 inch PVC Schedule 40 by trenching method	LF	500	7.68	$ 3,840.00	90	$691.20	410	$3,148.80
751-B	Replace Conduit and Circuit 1 1/2 inch PVC Schedule 40 by trenching method	LF	500	7.23	$ 3,615.00	0	$0.00	500	$3,615.00
751-B	Replace Conduit and Circuit 2 inch HDPE SDR 11 by horizontal directional bore	LF	500	11.25	$ 5,625.00	200	$2,250.00	300	$3,375.00
751-B	Replace Conduit and Circuit #4 AWG XHHW Copper Conductor	LF	500	2.90	$ 1,450.00	270	$783.00	230	$667.00
751-B	Replace Conduit and Circuit #2 AWG XHHW Copper Conductor	LF	500	4.31	$ 2,155.00	0	$0.00	500	$2,155.00
751-B	Replace Conduit and Circuit #2/0 AWG XHHW Copper Conductor	LF	500	4.72	$ 2,360.00	0	$0.00	500	$2,360.00
751-B	Replace Contactor 480V	Each	5	927.21	$ 4,636.05	1	$927.21	4	$3,708.84
751-B	Replace Contactor 120/227V	Each	5	927.21	$ 4,636.05	0	$0.00	5	$4,636.05
751-B	Replace 480V-600V Double Poles Bolt-In Circuit Breaker	Each	5	1,329.05	$ 6,645.25	0	$0.00	5	$6,645.25
751-B	Replace 480V-600V Double Poles Molded Case Circuit	Each	5	1,211.74	$ 6,058.70	2	$2,423.48	3	$3,635.22
751-B	Replace 120V Single Pole Circuit Breaker	Each	5	180.67	$ 903.35	0	$0.00	5	$903.35
751-B	Replace Control Transformer	Each	5	778.83	$ 3,894.15	0	$0.00	5	$3,894.15
751-B	Replace Photo Electric Cell	Each	15	78.97	$ 1,184.55	3	$236.91	12	$947.64
	TOTALS				**$278,402.15**		**$93,696.04**		**$184,706.11**

TOTAL UNDER RUNS FOR CHANGE ORDER No. 1 = $ 184,706.11

ENGINEER: Jennifer White

CONTRACTOR: Wayne Cuny

ATTACHMENT C
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ADDITIONAL ITEMS

OWNER: **CITY OF MOBILE, ALABAMA**

InLine, LLC
600 Lakeshore Pkwy
Birmingham, AL 36633

TITLE: **LED Fixture Replacement**
Project No. 2021-2060-01

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			PROJECT FINAL QUANTITIES		ADDITIONAL ITEMS	
			QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
751-D	Replace Luminaire Pole 55' No Luminaire Arm	EA	0	$12,974.66	$0.00	2	$25,949.32	2	$25,949.32
751-D	Replace Luminaire Pole 70' No Luminaire Arm	EA	0	$24,822.04	$0.00	2	$49,644.08	2	$49,644.08
	TOTALS				$0.00		$75,593.40		$75,593.40

TOTAL ADDITIONAL AMOUNT FOR CHANGE ORDER No. 1 = **$75,593.40**

ENGINEER: Jennifer White

CONTRACTOR: Wayne Curry

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Traffic Engineering DEPT. 2060

DATE OF REQUEST: 3/23/2023

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: InLine, LLC

DISTRICT#: CW

DEPT. PROJECT#: 2021-2060-01

REQUEST: Please Add $422,149.15 from Capital Project#/Title:

I-65 and I-10 Light Improvements C0472

to contract# 3726.

Total amount of Change Order: $422,149.15

Current contract amount: $2,484,990.50

Revised contract amount: $ 2,907,139.65

Comments:

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Marc Vassallo, Public Services Director

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Tetra Tech Inc for Disaster Debris Removal and Monitoring Services. Previously approved by agenda item 21-240-2023. Clerk has requested corrected Resolution.

General fund, reimbursable with FEMA Disaster Relief funds.

Amount of Contract:

N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
2022 Tetra Tech Agenda Package	Cover Memo	3/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	3/21/2023 - 12:05 PM
Legal	Kern, Chris	Approved	3/22/2023 - 11:23 AM
			3/22/2023 -

Legal	Kern, Chris	Approved	11:43 AM
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Tetra Tech, Inc., for three years, renewable for three additional years without further Council approval required, in amounts as necessary at specific unit pricing, to provide post-disaster debris removal monitoring and consulting services, 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

Tetra Tech Inc

Contract documents

Disaster Debris Removal
Monitoring and Consulting Services

AGREEMENT

THIS AGREEMENT, made and entered into this_____ day of _____ 2023 ("execution date"), by and between the City of Mobile, a political subdivision of the State of Alabama hereinafter referred to as the "City", represented by its Mayor, and Tetra Tech, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Mobile Request for Proposals, RFP No. 5739 (hereinafter Request for Proposals or RFP), City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions for the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with DISASTER DEBRIS MONITORING AND CONSULTING SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposals. Contractor performance of responsibilities in general preparation for generic City storm response, to include training and planning, will commence upon contract execution date. Contractor performance of responsibilities in support of any individual specific event response shall be only upon specific Task Order from the City for that response and shall continue for that specific event response until all performance as required by the RFP is completed related to that specific event response.
3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon execution date and continue for a period of three (3) years with the option to renew for an additional three-year period. Upon written request from Contractor no less than

sixty (60) days prior to each anniversary date of the agreement and at the discretion of Client, an annual price increase may be negotiated. It is the intent of Client to not allow a price increase greater than the Consumer Price Index for All Consumers (CPI-U) for the latest twelve-month period reported at the time of request. Client shall consider a price adjustment on a case-by-case basis upon the written request of Contractor. All price increases shall be at the sole discretion of Client.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.
5. Assignment/Subcontracting. The Contractor shall perform this contract. Assignment shall not be allowed without prior consent of the City. Subcontracting shall be allowed with prior written consent of the City, and is encouraged for the use of disadvantaged business enterprises where qualified. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The City shall have the right to terminate this contract upon receipt of such notice, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for propose of this Agreement.
6. Cancellation. The City of Mobile reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Mobile.
7. Compensation. As compensation for the Contractor providing services to the City as described herein, the City shall pay the Contractor in arrears, based on the submission of invoices for work done and based upon rate schedules defined in Contractor's RFP response.
8. Permits/License. Contractor must secure and maintain any and all permits and licenses required to complete this contract.
9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a way as will permit their inspection.

10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposals throughout the term of this contract.
11. 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 subcontractor 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.
12. Governing Law. The laws of the State of Alabama shall govern this Agreement and venue of any court proceeding to enforce or interpret this agreement shall lie in Mobile County, Alabama.
13. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
14. Civil Rights. 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.

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

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

17. Additional Federal Clauses:

A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

B. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

C. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:

(i) the contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the contractor fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the

bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the contractor under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(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) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be

directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

F. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

G. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

H. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf 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;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

I. PROHIBITION REGARDING COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28 (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

J. U. S. DOMESTIC PREFERENCE

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials "produced in the United States." This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and for manufactured products, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

18. Documents Comprising Contract. The Contract shall include this Agreement for DISASTER DEBRIS MONITORING CONSULTING SERVICES, as well as the following documents, which are incorporated herein by reference:

a. The City of Mobile's Request for Proposals 5739 and all of its addend and attachments; and
b. Contractor's Certificate of Insurance required in Section C of the Request for Proposal and included as Exhibit A to this Agreement; and
c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: The terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for DISASTER DEBRIS MINITORING AND CONSULTING SERVICES pursuant to RFP No. 5739 as of the day and year first written above.

Contractor, Tetra Tech, Inc.

BY: _____(Signature) Date: 02/10/2023

Its Business Unit President (Title)

ACKNOWLEDGEMENT

The State of Florida }

Orange County}

I, Marina Armanious, a Notary Public, in and for said County in said State, hereby certify that Jonathan Burgiel whose name as Business Unit President of Tetra Tech, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 10th day of February, 2023

(Seal) Notary Public

MARINA ARMANIOUS
Notary Public-State of Florida
Commission # HH 50694
My Commission Expires
October 05, 2024

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: 3/9/23
Mayor

ATTEST:

_____ Date: 3-9-2023
City Clerk

EXHIBIT A: Contractor's Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/10/2023

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

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

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Tetra Tech, Inc.
2301 Lucien Way
#120
Maitland FL 32751 USA

COVERAGES **CERTIFICATE NUMBER:** 570097816912 **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.

Limits shown are as requested

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**			GL0181740604	10/01/2022	10/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X X,C,U Coverage						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**			BAP 1857085 04	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			WC254061604	10/01/2022	10/01/2023	X PER STATUTE OTH-	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**	N / A		WC185708704	10/01/2022	10/01/2023	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)
Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

City of Mobile
205 Government St.
Mobile AL 36644 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : 309

Certificate No : 570097816912

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FEE SCHEDULE FORM:

Please provide fee rates at which you intend to bill the City. These rates are to be inclusive of all costs, to include equipment. If there is a category or position for which you would intend to bill the City other than those listed, please use additional space or another form to indicate the applicable unit rate(s). These are expected Year 1 rates. Please indicate inflation factors, if any, desired for Year 2 *Please see below **and Year 3** *Please see below**.**

Item	Description	Volume	Unit of Issue	Unit Price	Overtime Hourly Rate
1	Project Manager	Each	Standard hourly rate	$49.00	$73.50
2	Debris Monitor Supervisor	Each	Standard hourly rate	$48.00	$72.00
3	Debris Monitors	Each	Standard hourly rate	$29.50	$44.25
4	Clerical Supervision/ Data Manager	Each	Standard hourly rate	$45.00	$67.50
5	Clerical Staff & Data Entry	Each	Standard hourly rate	-	-
6	Other Direct Costs	Special costs such as boat rental and marine expenses shall be billed at cost without mark-up.			
7	Mileage		Per mile	$0.0625	N/A
	• All labor rates are to be fully burdened to include all per-diem, taxes, benefits, handling charges, overhead, and profits • Mileage: an all-inclusive mileage rate is to be used which will cover fuel-maintenance, repairs, insurance, etc. No additional charges are to be billed. • Mileage Price may be adjusted up or down if the actual prevailing price per gallon of gas differs at the time service is provided. The parties will agree on the current prevailing price per gallon as soon as possible after the contractor issued notice to proceed for a specific event.				

*The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

COMPANY NAME:

Tetra Tech, Inc.

	Standard Hourly Rate	Required Based on City Scope of Work	Not Required but Highly Recommended
Operations Manager	$48.00*		**X**
GIS Analyst	$55.00*		**X**
Billing/Invoice Analyst	$45.00*	**X**	
Arborist	$65.00*		**X**
Debris Planning Consultant	$125.00		**X**
Public Assistance Consultant	$95.00	**X**	
Call Center Staff	$32.00*		**X**

Based on our experience completing similar work across more than 600 disaster debris monitoring missions, Tetra Tech has included additional positions for the City's consideration outside of cost evaluation. We have divided these positions into two primary categories:

- ***Positions likely required based on the City's scope of work.*** Specific scope areas, such as FEMA grant compliance, may require specialized attention from staff not allocated for in the original Fee Schedule Form.
- ***Positions not required but highly recommended based on experience.*** These value-added positions increase efficiency, compliance, and consistency across project operations.

The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

***Overtime rates would apply at 1.5 times standard hourly rate.**

RFP 5739

Scoring Tab and RFP

Scoring Table – RFP 5739 Disaster Debris Monitoring & Consulting Services

	WSP USA Solutions Inc	Volkert, Inc.	True North Emergency Management/ Neel-Schaffer	Thompson Consulting Services	Tetra Tech, Inc.	Overstreet and Associates, PLLC	DebrisTech LLC
Experience & Resources (30 points)	24	27	27	28	30	11	24
Project Management Team (20 Points)	15	19	16	18	19	10	13
Plan to Provide Services (30 points)	20	25	27	27	29	9	24
Price (20 points)	8	18	16	19	18	12	18
Total	**67**	**89**	**86**	**92**	**96**	**42**	**79**

Request for Proposals
Disaster Debris Monitoring & Consulting Services
RFP No. 5739



CITY of MOBILE
PUBLIC SERVICES DEPARTMENT

Proposals Due: 4:00 pm, November 17, 2022

REQUEST FOR PROPOSALS

DISASTER DEBRIS MONITORING AND CONSULTING SERVICES

Table of Contents

Section A	**General Conditions of Request for Proposal**	3
1	Objective	3
2	Submission of Proposal	3
3	Written Request for Interpretations/Clarifications	3
4	Costs incurred by Proposers	4
5	Oral Presentations	4
6	Withdrawal of Proposal	4
7	Late Proposal of Modifications	4
8	Local, State and Federal Compliance Requirements	4
9	Collusion	4
10	City Indemnification	5
11	Payment/Invoices	5
12	Cancellation	5
13	Assignment/Subcontracting/Corporate Acquisitions and/or Mergers	5
14	Non-Exclusive Contract	6
15	Add/Delete Locations/Services	6
16	Protest Procedure	6
17	Evaluation Criteria	6
18	Pricing/Period of Contract	7
19	Proposal Submittal Copies	7
20	Items to Be returned with Proposal	7
21	Time Line	7
Section B	**Insurance and Bonds**	**7**
Section C	**Scope of Work**	**8**
1	General	8
2	Pre-Event Requirements	9
3	Post-Event – General Requirements	9
4	Post-Event – Staffing Positions	10
5	Documentation Requirements	13
6	Safety	13
7	Other Considerations	14
Section D	**Evaluation Criteria**	**15**
Section E	**Sample Agreement**	**16**

Exhibit A **Proposal Submission Documents**

SECTION A. GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. **OBJECTIVE:**

The City of Mobile is seeking proposals from qualified firms (referred to herein interchangeably as Vendors, Firms, Contractors, Consultants, or Bidders) to contract for three years for disaster debris removal monitor and consulting services. The contract will be awarded effective approximately December 1, 2022, with specific tasking as necessary in response to debris-generating disaster events during the contract period.

2. **SUBMISSION OF PROPOSAL:**

a. Sealed proposals, consisting of one paper and one electronic copy (flash drive or CD), will be accepted until 4:00 P.M. November 17, 2022 by the City of Mobile Procurement Department, 4th Floor, South Tower, Room 405S 205 Government Street, Mobile, AL 36644. The US Mail address for proposals is City of Mobile, Procurement Department, PO Box 1948, Mobile AL 3633. The name and address of the firms, and the words "RFP 5739 , Disaster Debris Monitoring" shall be placed on the outside of the envelope.

b. Proposals must follow the format and content requirements set in Exhibit A. Concise submissions are preferred. City Staff will evaluate the proposals received, based on responsiveness to the evaluation criteria, and based on the information being provided on the required sequence. No bid or performance bond is required. Proposals will consist of the following components:

(1) Signature Page
(2) Vendor References from at least four customers
(3) Fee schedule
(4) Experience Narrative
(5) Project Management Team
(6) Project Approach Narrative – how you intend to perform the work to include any technology or best practices you will include.

c. Exceptions to any of the terms contained in this RFP or the attached service sample service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Vendor's desire to take exception to a term will not disqualify it from consideration for award.

3. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent by e-mail to Purchasing@CityofMobile.org no later than 4:00 pm, November 9, 2022. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part

of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

4. **COSTS INCURRED BY VENDORS:**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Vendor(s). No payment will be made for any responses received, or for any other effort required of, or made by the Vendor(s) prior to contract commencement.

5. **ORAL PRESENTATIONS:**

The City may request an oral presentation or subsequent clarification of any proposal at the City's sole discretion, and may adjust scoring based on additional information received.

6. **WITHDRAWAL OF PROPOSAL:**

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal will be accepted.

7. **LATE PROPOSALS OR MODIFICATIONS:**

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set of the proposal submitted will be accepted.

8. **LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS:**

The laws of the State of Alabama apply to any purchase made under this Request for Proposal. It is anticipated that federal grant funding will be used in whole or part to fund services under this contract. The required contract clauses found in 2 CFR, Part 200, Appendix II, will be included as part of the contract document for this solicitation. Vendors shall comply with all local, state, and federal directives, order, and laws as applicable to this proposal and subsequent contracts(s) including by not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract. Vendors certify by submission of a proposal that they have not and will not use federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining and Federal contract, grant, or any other award covered by 31 USC Section 1352.

9. **COLLUSION**

Contractor proposals must be offered without previous understanding, agreement, or connection with any other contractor making a proposal for the same item(s), and with the intention that Contractor's proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

10. **CITY INDEMNIFICATION:**

a. The Contractor shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect, or misconduct of the said Contractor; or by or on account of any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

b. The successful Contractor will be asked to indemnify the City and hold it harmless from and against all claims, liability, loss, damage, or expense, including counsel fees, arising from or by reason or any actual or claimed trademark, patent, or copyright infringement or litigation based thereon, with respect to the goods or any part hereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

11. **PAYMENTS/INVOICES:**

Payment will be made in arrears for services rendered upon presentation of timely presented invoices at regular intervals based upon the agreed upon labor rates and hours, and documented allowable expenses. Invoices are subject to potential federal timeliness and documentation requirements, and Contractor must be responsive to those requirements to receive payment. The Contractor must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Contractor is responsible for immediately notifying the City of any company name change, which would cause invoicing to change from the name used at the time of the original RFP.

12. **CANCELLATION:**

a. The City of Mobile reserves the right to cancel a resulting contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the Contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City.

13. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The selected Contractor shall perform the resulting contract, but may employ subcontractors with the consent of the City. The City expects Contractor to exercise good faith efforts to use certified disadvantaged business enterprises (DBEs), as required by City of Mobile Code Section 14-10, when subcontractors are employed. The selected Contractor is required to report subcontractor

usage, including good faith efforts to employ certified DBEs as subcontractors, with each payment application/invoice. In exercising good-faith efforts, Contractor is expected to consult with the City Supplier Diversity Manager if unable to meet City Code performance goals in the use of DBE subcontractors. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City with thirty (30) calendar days of the contractor's notice or such action or upon the occurrence of said action, whichever occurs first.

14. **NON-EXCLUSIVE CONTRACT:**

Award of a contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. There may not be an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such actin to be in the City's best interest. In the case of multiple term contracts, this provision shall apply separately to each term.

15. **ADD/DELETE LOCATIONS/SERVICES:**

The City reserves the right to unilaterally add or delete locations/services, either collectively or individually at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interest of the City. In such case, the Contractor(s) will be required to provide such services to this contract in accordance with the terms, conditions and specifications.

16. **PROTEST PROCEDURE**

a. Proposal Protests:

Any actual or prospective bidder/vendor, who is allegedly aggrieved in connection with the issuance of the proposal package or pending award of a contract, may protest to the City Attorney. The City Attorney will review protest submissions and will make the final determination regarding the protest.

b. Requirements to Protest:

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the proposal package.
(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m. on the fifth business day after the posting of either the contract award recommendation or the contract award itself, whichever is earlier. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

17. **EVALUATION CRITERIA:**

Section D indicates the criteria that will be used by the City to evaluate and score responsive and qualified proposals. Contractors shall include sufficient information to allow the City to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and

ranked by an evaluation committee. The contract will be awarded to the most qualified contractor, per the evaluation criteria.

18. **PRICING/PERIOD OF CONTRACT:**

The contract shall be for a period of three (3) years from the date of execution of the agreement. Pricing shall be on a per-unit basis for services based on the fee schedule included in Exhibit A, and may include annual inflation adjustments. Please see Section E for a sample contract document.

19. **PROPOSAL SUBMITTAL COPIES:**

Proposers shall submit one original signed copy, and one electronic copy on flash drive or CD.

20. **TIME LINE:**

Following is a listing of actions and anticipated dates; the City reserves the right to change the dates, if necessary.

a.	Advertising and Publishing RFP	10-27-2022
b.	Deadline for Questions/Clarifications	11-09-2022
c.	Addendum Published by (if needed)	11-10-2022
d.	Proposal Submittal Date	11-17-2022

SECTION B. INSURANCE AND BONDS

The successful Contractor, at time of contract award, shall furnish proof of Worker's Compensation coverage, Automobile Liability Coverage and Comprehensive General Liability Insurance. No bond is required. Contractor shall take out and maintain during the life of the contract the following insurance:

a. **Worker's Compensation – Employers Liability Insurance**

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

b. **Comprehensive – Commercial General Liability Insurance**

(1) Public Liability including premises, products, and complete operations.

Bodily injury liability
$500,000 – each person
$1,000,000 – each occurrence

Property damage liability
$500,000 – each occurrence

Or, in lieu of 1 and 2 above,
Bodily injury and Property Damage combined
$1,000,000 – single limit

(3) General Aggregate per project - $2,000,000

c. **Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles**
(1) Bodily injury liability
$250,000 – each person
$1,000,000 – each occurrence

(2) Property damage liability
$500,000 – each occurrence

Or, in lieu of a and b above,
(3) Bodily injury and property damage combined
$1,000,000

SECTION C. SCOPE OF WORK

1. **GENERAL:**

a. Contractor is to provide debris management expertise and debris collection tracking and monitoring services following a debris-generating event such as a hurricane or major storm or flood event. Collection monitoring is necessary to assure Federal Emergency Management Agency (FEMA) emergency plan, debris removal contract, and federal disaster reimbursement requirements are met. The work includes monitoring the debris removal from public access roads, rights-of way, and public property, by City debris removal teams and contractors, to assure that the debris management plan contracts are effectively and efficiently implemented, as well as compliance with all state, federal and local requirements in effect at the time services are performed.

b. Upon City notification to Contractor in the event of a debris-generating disaster event (Notice to Proceed), Contractor will identify and assign Contractor's Project Manager. Contractor must be prepared to deploy debris monitors to pre-designated loading and disposal sites within 24 hours from the notice to proceed. The Contractor will scale its staffing from this point depending on the severity of the debris-managing event. Contractor must be able to timely and adequately staff sufficient personnel and equipment to meet the needs of the City debris removal effort. The work shall begin on notice to proceed and continue for 60 days, unless extended by the City with 10 days written notice.

c. The Contractor shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet and cold weather clothing to comply with all federal, state, and local requirements.

d. The Contractor will provide debris monitors with the means to communicate (cell phone, satellite phone, radio, etc.) with their supervisor and appropriate city personnel. Contractor supervision is responsible for resolving issues with truck drivers, and other Contractor personnel. City has the discretion to require Contractor to remove and replace any monitor.

e. The Contractor will provide its own temporary office space and temporary sanitary facilities as necessary.

f. The Contractor shall carefully document all debris removal activities using the documentation methods set out in these bid specifications and those required under AEMA and FEMA guidelines and regulations. Additionally, where applicable, the monitoring services Contractor shall communicate with FEMA to ensure the documentation being used satisfies FEMA verification requirements. Contractor is expected to liberally use tagged photographic documentation to verify and record the eligibility of leaning and hanging debris. Proposals must demonstrate the Contractor's ability to properly document all activities as required herein.

g. When monitoring tree pruning and removal efforts, Contractor will be familiar with ANSI A300 tree care standards and be prepared to consult with City and debris removal contractors to observe, report, and promote healthy tree recovery.

2. **PRE-EVENT REQUIREMENTS**.
Contractor will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. Contractor will, at no cost to the City:

a. Provide City full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.

b. Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.

c. Participate in annual workshops or planning meetings with City representatives and debris hauling and disposal contractor(s) to establish/review applicable policies and procedures.

3. **POST-EVENT- GENERAL REQUIREMENTS**.
Contractor will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or City employees. Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites. Contractor shall supply one field supervisor to oversee no more than 10 loading and tower/site debris monitors. Contractor shall remove and replace employees immediately upon notice from the City for conduct or actions not in keeping with this contract. For purposes of proposal pricing,

the City plan provides for Contractor staffing in the following specific position areas, but the City recognizes Contractor may suggest other positions.
a. Project Manager
b. Field Monitor Supervisors
c. Field Monitors – Loading Site & Roving, Tower & Disposal Site
d. Clerical Supervisors or Data &Technical Managers
e. Clerical Staff & Data Entry Clerks

4. **POST-EVENT - STAFFING POSITIONS**.
a. **PROJECT MANAGER**. The monitoring services Contractor shall have a project manager assigned to the City at the time of contract activation and shall provide the City with adequate contact information regarding this person at its initial response to the Notice to Proceed. The Contractor must show that Contractor will be able to assign a project manager to the City at the time of responding to a Notice to Proceed and that said project manager will be able to perform all duties set out herein. The project manager shall be someone with authority to handle all issues which arise throughout the project period. The manager shall be knowledgeable and experienced in handling issues with debris removal activities and/or AEMA, FEMA, and FHWA related issues. Additionally, the project manager shall perform, at a minimum, each of the following duties:

(1) meet with designated personnel from the City immediately upon receipt of the Notice to Proceed to discuss the scope of services expected as authorized under the monitoring services contract,

(2) remain on site during all work hours throughout the length of the project,

(3) schedule and coordinate daily monitoring services with both the debris removal contractor and designated City personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities,

(4) provide documents and estimates to assist the City in planning and executing the debris removal activities,

(5) attend and participate in meetings and press conferences with designated City personnel as determined necessary by the City,

(6) oversee and supervise all activities of the monitoring services contractor, including field workers, throughout the project,

(7) regularly communicate with designated City staff to keep the City informed of all aspects of both the debris removal activities and monitoring activities,

(8) provide input to the City to improve efficiency of collection and removal of debris,

(9) identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris.

b. **FIELD MONITOR SUPERVISORS**. Contractor will provide one debris monitoring field supervisor for no more than 10 debris loading site debris monitors. Services include, but are not limited to:

(1) Overseeing and supervising loading site and disposal site debris monitoring activities.

(2) Scheduling debris monitoring resources and deployment timing.

(3) Communicating and coordinating with City/County personnel.

(4) Providing suggestions to improve the efficiency of collection and removal of debris.

(5) Coordinating daily activities and future planning.

(6) Remaining in contact with debris management/dispatch center or supervisor.

(7) Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility.

(8) Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY.)

(9) Documenting and recording measurements and computations.

(10) Documenting truck hauling compartment condition using digital photographs.

(11) Ensuring all truck certifications are complete and available to all parties.

c. **DEBRIS MONITORS.**
Contractor will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Services include, but are not limited to:

(1) Debris Loading Site & Roving Monitors

Consultant will perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

(a) Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations.
(b) Monitoring collection activity of trucks.

(c) Issuing load tickets at loading site for each load.
(d) Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met, and trucks and equipment are operated safely. Notify supervisors of concerns regarding the safe operation of trucks and equipment.
(e) Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal.
(f) Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment.
(g) Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor).
(h) Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area. Notify supervisor/manager of any concerns regarding inadequate debris clearance.
(i) Properly monitoring and recording performance and productivity of debris removal crew.
(j) Remaining in regular contact with debris management/dispatch center or supervisor.
(k) Ensuring that loads are contained properly before leaving the loading area.
(l) Ensuring that only eligible debris is collected for loading and hauling.
(m) Ensuring that only debris from approved public areas is loaded for removal.
(n) Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel.

(2) Debris Tower & Disposal Site Monitors

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

(a) Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations.
(b) Documenting measurements and computations.
(c) Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket.
(d) Initialing/validating each load ticket before permitting trucks to proceed from the check-in area to the tipping area.
(e) Remaining in regular contact with debris management/dispatch center or field supervisor.
(f) Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel.

d. **CLERICAL SUPERVISORS & DATA-TECHNICAL MANAGERS**

Consultant will provide a clerical/data entry supervisor to coordinate data entry and information management or manage GIS or other data systems. Services may include, but are not limited to:

(1) Supervising the preparation of detailed estimates and submitting them to the City debris manager.

(2) Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes.

(3) Providing daily, weekly, or other periodic reports for the City debris manager noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.

e. **CLERICAL STAFF & DATA ENTRY CLERKS**

Consultant will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the Contractor's information management systems and to respond to specific directions from the data entry supervisor.

5. DOCUMENTATION REQUIREMENTS:

a. Contractor's primary responsibility will be to fully account for debris removal costs with a load-ticket process that provides a comprehensive information and documentation trail for FEMA Public Assistance program reimbursement. Contractor is to provide, implement, maintain, and use Automated Debris Management System technology, with data generated clearly displaying loading monitor and tower/site monitor names, load times, and locations so that an individual's daily activities can be easily reviewed. Contractor's monitors should use tower-monitoring logs, roving monitor reports, daily issue logs, and truck certification forms as part of their reporting process. Observations and reports must be backed up with digital photographs and video as necessary.

b. Contractor's work and documentation must reflect the latest FEMA guidance, including the most recent version of FEMA's Public Assistance Debris Monitoring Guide.

c. Contractor invoices must fully document work performed, including the use of any subcontractors and good-faith efforts to employ DBEs, in a mutually agreed upon format and timing.

6. SAFETY:

a. Contractor will develop, implement, and provide City a safety plan for its work. All Contractor personnel must wear required safety equipment whenever on a debris management site. The following are mandatory: hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.

b. The contractor will maintain a telephonic contact list at each loading site and debris management site of the Contractor's supervisor, City, nearest fire, police, and emergency medical facilities.

c. The Contractor will ensure that Contractor's personnel adhere to all debris management site safety requirements.

7. **OTHER CONSIDERATIONS:**

a. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform the work.

b. The Contractor must be duly licensed in accordance with federal, state, and local statutory and regulatory requirements to perform the work. The contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits and/or licenses shall be submitted to the City before commencing work.

c. The Contractor shall be responsible for correcting any notices of violations issued as a result of Contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.

d. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include, but are not limited to: site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on the City by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractor, or any other persons, corporations, or legal entities retained by the Contractor under this contract.

e. The Contractor must attend all meetings required by the City to evaluate performance of all monitors or to discuss any open contract issues.

f. The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meet the requirements and intent of this contract.

g. The Contractor shall adhere to the requirements of the Stafford Act.

h. The Contractor will cooperate with and provide responsive records to any audit or investigation related to Contractor's debris monitoring and consulting work for the City.

SECTION D. EVALUATION CRITERIA:

Each proposal submitted shall be evaluated and ranked by an evaluation committee, per the evaluation criteria listed below:

Criteria	**Weight**
Experience and Resources of the Firm	**30**
• Corporate history and resources.	
• Experience and prior performance in relevant business areas, especially storm debris removal.	
• Firm capacity to respond to multiple simultaneous contract commitments.	
• Experience with FEMA programs, funding issues, and compliance resolution.	
• Prior performance on contracts for similar scope and size.	
Project Management Team Credentials	**20**
• Assurance of dedicated project team.	
• Education, professional licenses, relevant experience of key team members.	
• Use of Disadvantaged Business Enterprises (DBEs)	
Plan to Provide Services Required	**30**
• Your mobilization and deployment plan, to include your affiliation with and use of DBE subcontractors and persons.	
• Pre-event engagement you will provide.	
• Tools and processes that will be used to efficiently and effectively monitor debris removal contractors, to include especially compliance with FEMA requirements.	
• Features of the technology you will use.	
• How you will support City's FEMA documentation and cost-recovery processes.	
Price	**20**
• Consistency with Market Pricing and Comparative with Other Proposals.	
• Cost efficiency tools and processes.	
TOTAL	**100**

SECTION E. SAMPLE AGREEMENT

AGREEMENT

THIS AGREEMENT, made and entered into this_____ day of _____ 2015, by and between the City of Mobile, a political subdivision of the State of Alabama hereinafter referred to as the "City", represented by its Mayor, and _____ Hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Mobile Request for proposal, RFP No. (hereinafter Request for Proposal or RFP), City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions for the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with DISASTER DEBRIS MONITORING AND CONSULTING SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.
3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon a Notice to Proceed and continue for a period of three (3) years, unless cancelled or terminated as provided herein.

SAMPLE

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.
5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The City shall have the right to terminate this contract upon receipt of such notice, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for propose of this Agreement.
6. Cancellation. The City of Mobile reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Mobile.
7. Compensation. As compensation for the Contractor providing services to the City as described herein, the City shall pay the Contractor in arrears, based on the submission of invoices for work done.
8. Permits/License. Contractor must secure and maintain any and all permits and licenses required to complete this contract.
9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a way as will permit their inspection.
10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract.

SAMPLE

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by, any person, persons or property by or from the said Contractor, or by or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements or by or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The first ten dollars ($10.00) of compensation received by the contractor represents specific consideration for his indemnification obligation.
12. Governing Law. The laws of the State of Alabama shall govern this Agreement.
13. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
14. Civil Rights. 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.
15. Compliance with Alabama Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

SAMPLE

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

17. Additional Federal Clauses:

A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

B. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

C. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:

(i) the contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

SAMPLE

(iii) the contractor fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of

SAMPLE

notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the contractor under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(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) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,

SAMPLE

discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. ENERGY POLICY AND CONSERVATION ACT STATEMENT

SAMPLE

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

F. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

G. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

H. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf 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;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or

SAMPLE

her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

I. PROHIBITION REGARDING COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28 (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

SAMPLE

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

J. U. S. DOMESTIC PREFERENCE

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials "produced in the United States." This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and for manufactured products, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

18. Documents Comprising Contract. The Contract shall include this Agreement for DISASTER DEBRIS MONITORING CONSULTING SERVICES, as well as the following documents, which are incorporated herein by reference:
    a. The City of Mobile's Request for Proposal and all of its addend and attachments issued on _____, 2022; and
    b. Contractor's Certificate of Insurance required in Section C of the Request for Proposal; and
    c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: The terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for DISASTER DEBRIS MINITORING AND CONSULTING SERVICES pursuant to RFP No. as of the day and year first written above.

SAMPLE

EXHIBIT A

PROPOSAL SUBMISSION DOCUMENTS

INSTRUCTIONS FOR SUBMITTING PROPOSALS

All proposals shall be signed in ink by an authorized principal of the firm.
Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and the title of the proposal.
Proposals are to be submitted to: City of Mobile, Procurement Department, Room 405S, 4th Floor, South Tower, 205 Government Street, Mobile, AL 36644 by 4:00 P.M November 17,2022.
Proposers shall submit one (1) original and one electronic copy.
Proposers my use these forms or may generate a similar document with the required information.

SIGNATURE PAGE

Vendor Name: _____

Vendor Address: _____

_____

_____

Phone: _____

Main POC/Title for RFP_____

Email Address _____

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Do you take any exceptions or wish to state any clarifications to the terms of this RFP?

Yes_____ No_____

If "Yes," please attach a separate page indicating those exceptions or clarifications.

VENDOR REFERENCES. Please provide the below background information and contact information (an employee at the government agency you supported) for at least 4 customers for whom you have previously performed similar contract services.

Your Company Name:_____

1. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

2. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

3. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

4. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

FEE SCHEDULE FORM:

Please provide fee rates at which you intend to bill the City. These rates are to be inclusive of all costs, to include equipment. If there is a category or position for which you would intend to bill the City other than those listed, please use additional space or another form to indicate the applicable unit rate(s). These are expected Year 1 rates. Please indicate inflation factors, if any, desired for Year 2 _____ and Year 3 _____.

Item	Description	Volume	Unit of Issue	Unit Price	Overtime Hourly Rate
1	Project Manager	Each	Standard hourly rate		
2	Debris Monitor Supervisor	Each	Standard hourly rate		
3	Debris Monitors	Each	Standard hourly rate		
4	Clerical Supervision/ Data Manager	Each	Standard hourly rate		
5	Clerical Staff & Data Entry	Each	Standard hourly rate		
6	Other Direct Costs				
7	Mileage		Per mile		N/A
	• All labor rates are to be fully burdened to include all per-diem, taxes, benefits, handling charges, overhead, and profits • Mileage: an all-inclusive mileage rate is to be used which will cover fuel-maintenance, repairs, insurance, etc. No additional charges are to be billed. • Mileage Price may be adjusted up or down if the actual prevailing price per gallon of gas differs at the time service is provided. The parties will agree on the current prevailing price per gallon as soon as possible after the contractor issued notice to proceed for a specific event.				

COMPANY NAME:

_____

ADDITIONAL NARRATIVE DOCUMENTS:

Experience Narrative to Include:
Company background,
Company resources,
Brief highlights of representative previous responses, including force laydown, performance results, challenges overcome, FEMA claims and your use of DBE subcontractors and persons.

Project Management Team:
Names and brief resumes of key persons that will support this project.
Any DBE subcontractors you propose to include on your team.

Project Plan Narrative – Please describe:
How you intend to perform the work to include any technology or best practices you will employ, and algorithm that will determine your staffing.
How you would work with the City to plan and prepare for mobilization.
How you will staff your team, including how you will recruit, assign, and oversee subcontractors and employees.
How you ensure debris removal firm complies with FEMA requirements.
How you will support the City's claims process with FEMA.

Please attempt to be concise in the narrative documents.

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Jennifer White, Traffic Engineering Department

Sponsored by:

William S. Stimpson, Mayor
Scott Jones, Council District 6
Gina Gregory, Council District 7

Purpose and Scope of Project:

This is for an engineering planning study for the evaluation of existing conditions (traffic volumes, signal operation, roadway access, etc.) to develop a plan to mitigate the impacts of increased traffic associated with USA game days and special events, and provide short term and long term recommendations for the mitigation of the traffic, to include but not be limited to, traffic signal operations, intelligent transportation systems measures, special signage plan, ingress and egress plans, and staging of officers.

Amount of Contract:

$199,909.00

Funding Source

Project # USA Special Event Traffic Planning Study SPR-PART3-APMB(022) (G-USASETP) **Discretionary Funds**

Project String 50015001.48020 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/21/2023
Contract	Exhibit	3/21/2023

REVIEWERS:

Department Reviewer	Action	Date

Traffic Engineering	Bergin, Marybeth	Approved	3/21/2023 - 4:20 PM
Accounting	Daniels, Bettye	Approved	3/22/2023 - 1:53 PM
Legal	Kern, Chris	Approved	3/22/2023 - 3:24 PM
Legal	Kern, Chris	Approved	3/22/2023 - 3:28 PM
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:55 PM

R E S O L U T I O N

Sponsored by: William S. Stimpson, Mayor
Scott Jones, Council District 6
Gina Gregory, Council District 7

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and the company listed below; for the engineering services associated with the USA Special Events Planning Study, 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:	Kimley-Horn and Associates, Inc.
Project Name:	USA Special Events Planning Study
Project No.:	2023-2060-02
Amount:	$199,909.00

Adopted:

_____

City Clerk



TRANSPORTATION PLANNING STUDY FOR GAME DAY AND SPECIAL EVENTS AT THE UNIVERSITY OF SOUTH ALABAMA

PROJECT NO. 2023-2060-02

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **KIMLEY-HORN AND ASSOCIATES, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **Kimley-Horn and Associates, Inc.**

NOTICE TO PROCEED - A written notice to proceed issued by the TRAFFIC ENGINEER as set out in Section III.

PROJECT – Transporation Planning Study for Game Day and Special Events at the University of South Alabama SPR-PART3-APMB(022), City of Mobile Project No. 2023-2060-02. This is for engineering planning study for the evaluation of existing conditions (traffic volumes, signal operation, roadway access, etc.) to develop a plan to mitigate the impacts of increased traffic associated with USA game days and special events, and provide short term and long term recommendations for the mitigation of the traffic, to include but not be limited to, traffic signal operations, intelligent transportation systems measures, special signage plan, ingress and egress plans, and staging of officers. **The professional engineering services includes the completion planning study as directed by the TRAFFIC ENGINEER.**

PROJECT ENGNEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

TRAFFIC ENGINEER - That person designated by the CITY as TRAFFIC ENGINEER or his appointed assistant.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the TRAFFIC ENGINEER, all qualifications of all engineers, technical staff, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the TRAFFIC ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the TRAFFIC ENGINEER, of any of ENGINEER'S technical staff, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Tasks:

1. Kick-Off Meeting and Stakeholder Engagement
2. Data Collection and Field Reconnaissance
3. Existing Campus Plan Review
4. Traffic Control Plan Development
5. Navigation App and Map Integration
6. Traffic Signal Operations
7. Event Plan Implementation and Fine-Tuning
8. Reporting

A. TASK 1 - KICK-OFF MEETING AND STAKEHOLDER ENGAGEMENT

The ENGINEER will prepare for, facilitate, and document a kick-off meeting with the TRAFFIC ENGINEER. Additionally, the ENGINEER will work with the TRAFFIC ENGINEER to schedule and attend meetings with relevant stakeholders. The anticipated stakeholders include the University of South Alabama Athletics, City of Mobile Police Department (MPD), University of South Alabama Police Department, and ALDOT. It is anticipated that up to three (3) individual stakeholder group meetings will occur.

The goal of the initial stakeholder meetings is to gain support and buy-in from the University of South Alabama and the police departments and gather all relevant feedback and observations and existing plans, as well as to understand the resources that each entity has at its disposal.

B. TASK 2 - DATA COLLECTION AND FIELD RECONNAISSANCE

This task will encompass the collection and compilation of necessary data to complete this project. The ENGINEER acquire historically available traffic counts, which includes 24-hour Average Daily Traffic (ADT) counts available on ALDOT’s website, gameday turning movement counts (TMCs) collected prior to this contract, and any other available traffic count data from the TRAFFIC ENGINEER. Gameday turning movement counts that were collected prior to this contract include counts at 9 locations on Saturday November 12th for a University of South Alabama home football game. The counts include ingress and egress TMCs at the intersection of Old Shell Road at University Boulevard plus 8 signalized campus entrances along Old Shell Road and University Boulevard (Entrances 1-5 along Old Shell Road and Entrances 6 and 8-9 along University Boulevard).

To supplement available traffic counts, the ENGINEER will obtain data from the vendor StreetLight data for the two (2) Traffic Analysis Zones that encompass the University of South Alabama campus. StreetLight utilizes probe data from mobile devices to sample anonymized data points to understand large-scale travel patterns. The data will enable us to look at specific historical days and compare patterns between events (i.e multiple football gamedays or compare football gameday to baseball or graduation events). With this data, the ENGINEER will perform analyses to analyze origin-destination patterns and quantify the top routes for event patrons to utilize. This data will look at the overall campus as a single destination and also focus on smaller subsets of campus parking areas.

The ENGINEER will perform field observations for an event at Hancock Whitney Stadium. The ENGINEER will have up to four (4) staff members present to be able to obtain observations on campus as well as the signalized entrances to campus from Old Shell Road and University Boulevard.

C. TASK 3 - EXISTING CAMPUS PLAN REVIEW

This task involves analyzing the currently utilized on-campus traffic plan for special events. The ENGINEER understands based on available information on the University of South Alabama website and prior observation, closures are implemented on campus on John Counts Road in front of the stadium and at locations along USA South Drive, USA North Drive, and Aubrey Green Drive. The current traffic plan involves directing vehicles to enter campus at their assigned Entrance point (i.e. parking lots 101-105 access at Entrance 1 – Old Shell Road at Foreman Road/John Counts Drive).

The ENGINEER will analyze the number of parking spaces that are served by each of the signalized access points to campus. The ENGINEER will evaluate the parking data and existing routing from the StreetLight data to determine if any modifications to the on-campus plan need to be proposed. The ENGINEER will identify existing imbalances between access and parking and major conflict points in travel patterns to identify specific locations for improvement. Potential modifications could involve allowing certain parking areas to utilize multiple campus entrances or providing suggestions for public messaging to modify patrons preferred routing to campus.

D. TASK 4 - TRAFFIC CONTROL PLAN DEVELOPMENT

This task consists of developing traffic control plans (TCP) for gameday. The study network for the traffic control plan will include the intersection of Old Shell Road at University Boulevard plus the signalized access intersections to campus along both Old Shell Road at University Boulevard. The traffic control plan may also include on-campus locations that are deemed significant to the plan.

The development of the traffic control plan will begin with conceptual layouts and images to illustrate major components of the plan to applicable stakeholders.

The TCP will include the previously mentioned intersections and roadways with conceptual representation of traffic control devices. The final TCP will consist of the following information on 11”x17” sheets.

- Title sheet and location map
- Typical traffic control device set-up
- Road closures, lane closures, and contraflow (as applicable)
- Traffic officer placement
- Wayfinding plan
    - Portable Vehicle Message Board (VMB) placement and messaging
    - Suggestions for additional temporary vehicular signage (as applicable)
    - Suggestions for additional permanent signage (as applicable)

Traffic officer post orders will be created and shared with the liaison to the police forces for their use in communicating duties to officers at specific intersections/locations.

E. TASK 5 - NAVIGATION APP AND MAP INTEGRATION

The ENGINEER will work with the CITY to create a Waze for Cities (W4C) partnership account to be held and maintained by the CITY. Waze is a community-driven navigation map that is owned by Google. Once an account is created, the CITY will be able to input any special event related road closures into the platform and schedule these for each gameday or special event. Any closures input into Waze will automatically populate onto Google Maps. In addition to special events, the CITY may utilize this Waze account to include other road closures including construction related closures that may last several weeks or months.

The ENGINEER will coordinate a process to share the TCP and event schedule with Apple maps staffing and help the CITY and/or USA maintain this moving forward.

F. TASK 6 - TRAFFIC SIGNAL OPERATIONS

The signals along Old Shell Road between Cody Road to University Boulevard and University Boulevard between Old Shell Road to USA Entrance 9/Gaillard Drive are included in a Congestion Management Program (CMP) project in partnership with ALDOT. This CMP includes the upgrade of traffic signal equipment and connection to existing fiber optic communications to be able to incorporate these traffic signals within ALDOT's central signal software, Centracs. It is anticipated that these signals will be online by the 2023 football season and will have updated traffic signal timings for typical daily traffic through the CMP project.

The ENGINEER will obtain an inventory of the traffic signal cabinets and existing controllers from the CMP consultant.

The ENGINER will develop traffic signal timing plans for special events and will program these into the signal controllers through Centracs. It is anticipated that separate ingress and egress timing plans will be created for large events (football) smaller events (baseball, graduation, etc.). An additional timing plan may be necessary for overlapping events.

G. TASK 7 - EVENT PLAN IMPLEMENTATION AND FINE-TUNING

This task includes in-person assistance at up to two (2) special events to assistance in the implementation of the new special event traffic plan. The ENGINEER will provide up to three (3) staff members per event to observe and coordinate with event organizers to make field adjustments to operations. The ENGINEER will also monitor signal timings for up to two (2) events to fine-tune their operations.

At the conclusion for the first event, the ENGINEER will organize and facilitate a debrief with stakeholders to determine successes and challenges from the event and discuss any necessary modifications that should be made for subsequent events.

H. TASK 8 - REPORTING

After the new event plan is implemented and tested for multiple special events, the ENGINEER will prepare a report that summarizes the changes incorporated into the plan, document all available before/after data, and provide recommendations for additional improvements to be incorporated after 2023. The report will include an Executive Summary with recommendations as well as available performance metrics, such as travel time data via ClearGuide.

I. GENERAL

1. Should the TRAFFIC ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the TRAFFIC ENGINEER to provide a status report of design and progress at each meeting.

2. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

3. The PROJECT will be designed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

4. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to within the Traffic Control Plans.

5. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

6. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between

electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, “Contracted Services”. The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY’s convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and ENGINEER each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY’S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER’s duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney’s fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Overhead shall be limited to the actual audited overhead rates. Salary increases shall be limited to a maximum of five (5) percent per year. Profit will be maintained at ten (10) percent of these costs. When the CITY requires the ENGINEER to stay overnight at a project, the ENGINEER will be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) will be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed $100.00, will be paid as direct cost plus ten (10) percent. Purchases over $100.00 will require written authorization from the CITY.

For performance by the ENGINEER of the services provided for in this CONTRACT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the ENGINEER in connection with this CONTRACT, and subject to conformity with all provisions of this CONTRACT, the CITY will pay the ENGINEER as follows:

A. The total compensation to the CONSULTANT for services provided for when performed under this AGREEMENT will be as follows:

1. Direct Salary and Wages – Actual salary and wages paid personnel while actually engaged in the performance of the work.

2. Expenses – Actual CITY approved expenses associated with direct actual cost paid by the ENGINEER not included in the overhead rates, applicable to services provided under this CONTRACT. Subsistence for personnel engaged for assignments under this CONTRACT at rates payable under State Law. Vehicle mileage for work related mileage at the prevailing Federal mileage rate as approved by the General Services Administration. Other direct cost is allowed at cost plus a ten (10) percent profit, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.

3. For work performed out of the ENGINEER'S home or branch office, the ENGINEER'S home office overhead and labor additive rate of 194.38 percent (for Fiscal Year Ending 12-31-2021) shall be applied to direct salary and wages. Home office Facilities Capital Cost of Money (FCCM) rate is 0.16 percent (for Fiscal Year Ending 12-31-2021) of the direct labor and no profit shall be allowed on the said item. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. This rate shall be fixed for the life of the CONTRACT unless revised by Supplemental Agreement.

4. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.

5. Any paid overtime shall require prior authorization from the TRAFFIC ENGINEER. Billable overtime is all time worked over Forty Hours each week or holidays observed by the ENGINEER. The hourly overtime rate will be 1.5 times the billable rate. Hours worked on holidays observed in the CITY on the work that is being performed by the ENGINEER will be billable at an hourly rate of 2 times the regular billing rate.

6. The maximum amount payable to the ENGINEER for work provided for under this CONTRACT shall not exceed One-Hundred Ninety-Nine Thousand, Nine-Hundred Nine and no/100 Dollars ($199,909.00).

B. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to CITY for such failure.

C. Certified payroll reports for the personnel actively engaged on work included in this CONTRACT will be furnished with each payment request.

D. Payments to the ENGINEER shall be made not more than monthly. Payment shall be subject to the submission by the ENGINEER of such vouchers or invoices, daily progress reports and such evidence of performance that the CITY may deem necessary. The original invoice shall be submitted by the ENGINEER to the CITY for review and payment.

E. The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the CITY of all claims and of any liability of the CITY to the ENGINEER, its representatives and/or assigns for all things done, furnished, or relating to the services rendered by the ENIGNEER under, or in connection with this CONTRACT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY.

F. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be

construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

B. INSURANCE – For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

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

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

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

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

3. Comprehensive General Liability Insurance:

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

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

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - 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 for Workers' Compensation Insurance and Professional Liability Insurance (PLI), shall be endorsed to name City of Mobile as an Additional Insured

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

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

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

VII. E-VERIFY

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

VIII. PROHIBITION OF BOYCOTTING

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

IX. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Print: Clark Bailey

Its: Authorized Signer

Address: 2 20th St N. Ste, 800
Birmingham, AL 35203

Telephone: 205.558.5823

STATE OF ALABAMA
CITY OF MOBILE

I, _____, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of Kimley-Horn and Associates, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the _____ day of _____, 20___.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A:

PROJECT LOCATION

Project Area Map

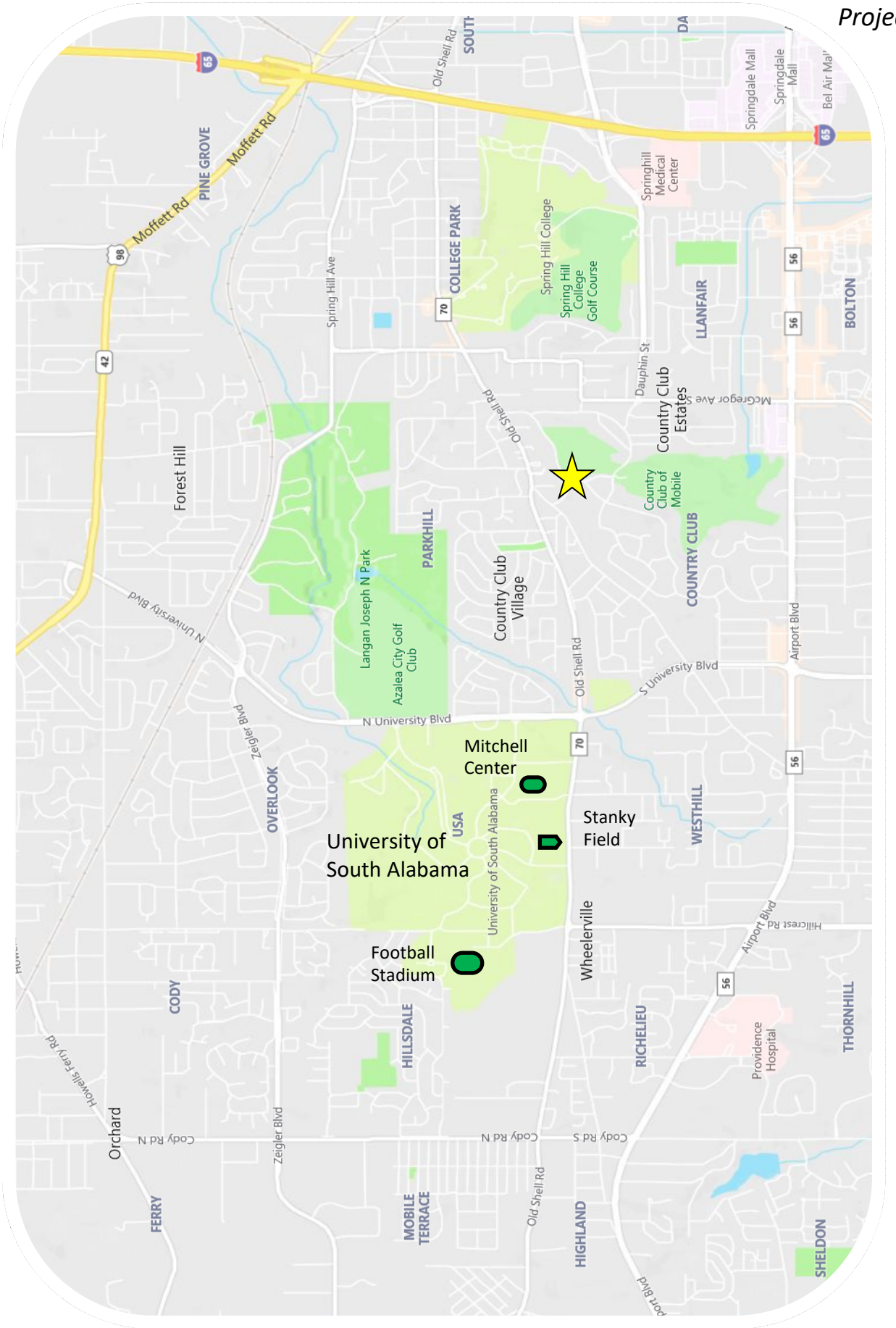


EXHIBIT B:

DETAILED MAN-DAY ESTIMATE

EXHIBIT C:

ENGINEER'S AUDITED RATE LETTER

EXHIBIT D:

INSURANCE CERTIFICATIONS

EXHIBIT E:

E-VERIFY AFFIDAVIT, DBE UTILIZATION REPORT AND SUBCONTRACTING AND MAJOR SUPPLIER PLAN

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of _____.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____ _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said_____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: _____.

_____

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

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	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

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: _____

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____ Your Bid/Proposal Amount $_____ Date:

_____/ _____/_____ Description_____

Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Gregory and Mayor Stimpson

Purpose and Scope of Project:

To perform electrical upgrades at Copeland Cox Tennis Center

Amount of Contract:

$34,610.00 combined

Funding Source

Project # Copeland Cox Tennis Center - Electrical Upgrades PR-037-23

Discretionary Funds

Project String C0765 $22,065.00 + C0823 $12,545.00 (20002000-42200)

Contract Number:4378 (C0765) and 4377 (C0823)

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-037-23 Copeland Cox Tennis Center - Electrical Upgrades	Cover Memo	3/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	3/22/2023 - 3:07 PM
Capital	Rhodes, Brenda	Approved	3/22/2023 - 4:39 PM
Legal	Kern, Chris	Approved	3/23/2023 - 12:42 PM
Mayors	Montgomery, Brandi	Approved	3/23/2023 - 2:54

Office PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	DELL CONSULTING, LLC
Project Name:	COPELAND COX TENNIS CENTER – LED LIGHTING UPGRADES $22,065.00 (C0765) AND TENT ELECTRICAL POWER AND PANEL $12,545.00 (C0823)
Project Number:	PR-037-23
Amount:	$34,610.00 COMBINED

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0823 – TENNIS CTR ELEC POLES & PANELS

CAPITAL PROJECT #: C0823 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-037-23

CONTRACT AMOUNT: $12,545.00

PROJECT DESCRIPTION: TO PROVIDE REPLACEMENT/UPGRADED POWER TO THE TENT AREA AT THE COPELAND COX TENNIS CENTER (851 GAILLARD DRIVE).

VENDOR NAME: DELL CONSULTING, LLC

VENDOR NUMBER: 290427

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N _X_ ; 5% of the 1st 50% ___ or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

*****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 3/20/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0765 – TENNIS CTR LED LIGHTING UPGRADE

CAPITAL PROJECT #: C0765 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-037-23

CONTRACT AMOUNT: $22,065.00

PROJECT DESCRIPTION: TO PROVIDE ONE FOR ONE REPLACEMENT OF THE LED LIGHTS ON ALL COURTS AT THE COPELAND COX TENNIS CENTER (851 GAILLARD DRIVE).

VENDOR NAME: DELL CONSULTING, LLC

VENDOR NUMBER: 290427

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

*****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 3/20/2023

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

MOBILE
ALABAMA

This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: Dell Consulting, LLC
813 Downtowner Boulevard, Suite D Mobile, Alabama 36609

City of Mobile Business License No.: 95684

Secretary of State Registration No.: 000-543-901

For the following Project: Copeland Cox-Tennis Center
LED Lighting Upgrades and Tent Electrical Power and Panel
851 Gaillard Drive
Mobile, Alabama 36608

Project Number: PR-037-23

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE:

1.1.1 The Consultant's services consist of those described herewith for a sum not to exceed Thirty-Four Thousand Six Hundred Ten and 00/100 Dollars ($34,610.00), including Twenty-Two Thousand Sixty-Five and 00/100 Dollars ($22,065.00) for LED Lighting Upgrades and Twelve Thousand Five Hundred Forty-Five and 00/100 Dollars ($12,545.00) for Tent Electrical Power and Panel.

1.1.2 The Consultant's services shall be as stated in the attached Proposal dated January 31, 2023.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a

licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES:

2.1.1 The Owner 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 Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE:

Firm Name:	Dell Consulting, LLC
Address:	813 Downtowner Boulevard, Suite D
	Mobile, Alabama 36609
Phone Number:	251-316-0015 / 850-332-6629
Email address:	christy@dellconsultingllc.com
Name:	Christina Marie
License No.:	50660

3.1 GENERAL REQUIREMENTS:

3.1.1 The Consultant shall deliver the Work complete within Thirty (30) calendar days from the date of the written Notice to Proceed. Deliverables shall be One (1) sets of original sealed Documents, along with Electronic Digital Format files for all documents, Word format documents and drawings and other applicable documents in AutoCAD format.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 Indemnification: The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 STANDARD OF PERFORMANCE: Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Exhibit 1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant'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.

3.1.8 Payments will be made to the Consultant in accordance with Exhibit 2, Payment Process.

4.1 INSURANCE

For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Professional Liability Insurance

1.	Projects $0 - $1,000,000	$1,000,000/$2,000,000 annual aggregate
2.	Projects over $1,000,000	to be determined by Owner

CERTIFICATE OF LIABILITY INSURANCE ENDOREMENT PAGE

The policy endorsement listed below are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation – Certificates 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.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Consultant Proposals, dated January 31, 2023;
2. E-Verify Documentation;
3. Certificate of Insurance with Endorsements; and
4. This Instrument (Agreement).

5.2 TERMINATION OF CONTRACT

The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. 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.

6.1 DISPUTE RESOLUTION

A. 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.

B. 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.

7.1 NON-DISCRIMINATION

A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

9.1 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.

10.1 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.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

12.1 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.

13.1 NON-AGENCY CLAUSE

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONSULTANT: Dell Consulting, LLC

By Signature

Christina Marie, Professional Engineer
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Christina Marie as Electrical Engineer of Dell Consulting, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 13th day of March, 2023.

NOTARY PUBLIC
My Commission Expires: 12-1-2023

ANGELA M. WELLS
Notary Public - State of Florida
Commission # GG 935733
My Comm. Expires 12-01-2023
Bonded Through
Western Surety Company-Southeast Team

dell consulting

813 Downtowner Boulevard
Suite D
Mobile, Alabama36609
P: 251.316.0015• F: 850.332.6629
www.dellconsultingllc.com

January 31, 2023

Ms. Shannon McIntyre
Architectural Engineer
City of Mobile
205 Government Street
Fifth Floor, Room 546
P.O. Box 1827
Mobile, Alabama 36633-1827

Re: Engineering Services Fee Proposal
Mobile Tennis Center LED Lighting

Dear Shannon,

We propose to render professional engineering services for the above referenced project. The owner of this project is the City of Mobile. The project scope includes several parts:

Lighting:

a. Field verification of the Court layout indicating pole locations and heights and providing documentation for a one for one replacement of the lights on all Courts excluding Courts 1 through 34. The main 120/240 single phase service will be upgraded as part of the base bid.
b. Adding bollards at the tennis center entry for supplemental lighting.

We propose to render services and make submittals as follows:

Lighting:	
Field Survey and documentation	$5,028.00
Cost Estimate	
100% Construction Documents	$12,617.00
Assistance During Bidding	
Construction Administration	$4,420.00

We propose a total fee of $22,065.00.

Additional services, if authorized, will be charged at our hourly rates which are attached.

We trust you will keep us informed of the Owner's requirements and budget changes, and to provide us the full scope of work, required surveys, existing as-built drawings, and any special or extraordinary considerations or services needed. Our proposal is based on you providing us with AutoCAD files of the site to use in the preparation of our work.

Dell Consulting will provide your firm with .pdf files of drawings and specifications.

dell consulting

813 Downtowner Boulevard
Suite D
Mobile Alabama36609
P 251 316 0015• F: 850.332 6629
www.dellconsultingllc.com

We are prepared to schedule this work immediately. If my understanding of the scope is correct and the fee is acceptable, please sign below and return.

Thank you for the opportunity to work with you on this project. If you have any questions, please do not hesitate to give me a call.

Sincerely:

Christina Marie, P.E.
Dell Consulting, LLC

Approved by: _____

Date: _____

dell consulting

Mobile Tennis Center Lighting
Mobile, Alabama
Dell Project Number - XX-XXX

Task	Principal Engineer $195 /hr	Registered Engineer $155 /hr	Senior Designer - Partner $125 /hr	Senior Designer $105 /hr	RCDD $105 /hr	Engineer $98 /hr	Engineering Designer $84 /hr	CAD Tech $77 /hr	Clerical $52 /hr
Field Survey									
As Built / Demolition Drawings	0	8	0	0	0	18	0	0	0
Field Survey	0	8	0	0	0	8	0	0	0
Subtotal	0 hrs	16 hrs	0 hrs	0 hrs	0 hrs	26 hrs	0 hrs	0 hrs	0 hrs
	$0.00	$2,480.00	$0.00	$0.00	$0.00	$2,548.00	$0.00	$0.00	$0.00
Field Survey Fee =	$5,028.00								
Design									
Project Management	4	0	0	0	0	0	0	0	6
Meetings w/ Owner	2	2	0	0	0	0	0	0	0
Design Entry Lighting	0	1	0	0	0	1	0	0	0
Design Court Lighting	0	8	0	0	0	18	0	0	0
Specifications	0	8	0	0	0	18	0	0	0
Checking/Coordination	8	8	0	0	0	18	0	0	0
Subtotal	14 hrs	27 hrs	0 hrs	0 hrs	0 hrs	55 hrs	0 hrs	0 hrs	6 hrs
	$2,730.00	$4,185.00	$0.00	$0.00	$0.00	$5,390.00	$0.00	$0.00	$312.00
Design Fee =	$12,617.00								
Construction Administration									
Shop Drawing Review	0	4	0	0	0	8	0	0	0
Job Site Meetings	0	4	0	0	0	8	0	0	0
Closeout Review	0	4	0	0	0	8	0	0	4
Subtotal	0 hrs	12 hrs	0 hrs	0 hrs	0 hrs	24 hrs	0 hrs	0 hrs	4 hrs
	$0.00	$1,860.00	$0.00	$0.00	$0.00	$2,352.00	$0.00	$0.00	$208.00
Construction Administration Fee =		$4,420.00							
TOTAL FEE =	**$22,065.00**								

129 E Government St, Pensacola FL 32502 V. 850.332.5667 F. 850.332.6629

dell consulting

Effective Date: January 1, 2023

HOURLY RATES

Classification	Rate/Hour
Principal/Partner	$195
Registered Engineer (P.E.)	$155
Senior Designer – Partner	$125
Senior Designer	$105
RCDD	$105
Engineer (E.I.T.)	$98
Engineering Designer	$84
Drafting	$77
Clerical	$52

Reimbursable – Billed at cost plus 10%

129 E. Government · Pensacola, FL 32502 · Phone: 850-332-5687 · Fax: 850-332-6629 · email: lynn@dellconsultingllc.com
813 Downtowner Blvd. Suite D · Mobile, AL 36609 · Phone: 251-316-0015

dell consulting

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January 31, 2023

Ms. Shannon McIntyre
Architectural Engineer
City of Mobile
205 Government Street
Fifth Floor, Room 546
P.O. Box 1827
Mobile, Alabama 36633-1827

Re: Engineering Services Fee Proposal
Mobile Tennis Center Tent power and HVAC

Dear Shannon,

We propose to render professional engineering services for the above referenced project. The owner of this project is the City of Mobile. The project scope includes several parts:

Power:

a. Replacement of existing service currently feeding receptacles at the tent area. This service shall be upgraded, and permanent power shall be installed to serve new HVAC and receptacles at the tents, eliminating extension cords.
b. Provide grounding of all steel for safety and code compliance.
c. Provide and install power to security cameras. The electrical documents will provide direction to the contractor for installing the power to support the security cameras.

We propose to render services and make submittals as follows:

Tent power and HVAC:	
Field Survey and documentation	$3,200.00
Cost Estimate	
100% Construction Documents	$6,841.00
Assistance During Bidding	
Construction Administration	$2,504.00

We propose a total fee of $12,545.00.

Additional services, if authorized, will be charged at our hourly rates which are attached.

We trust you will keep us informed of the Owner's requirements and budget changes, and to provide us the full scope of work, required surveys, existing as-built drawings, and any special or extraordinary considerations or services needed. Our proposal is based on you providing us with AutoCAD files of the site to use in the preparation of our work.

Dell Consulting will provide your firm with .pdf files of drawings and specifications.

dell consulting

813 Downtowner Boulevard
Suite D
Mobile, Alabama36609
P. 251 316 0015 F 850 332.6529
www.dellconsultingllc.com

We are prepared to schedule this work immediately. If my understanding of the scope is correct and the fee is acceptable, please sign below and return.

Thank you for the opportunity to work with you on this project. If you have any questions, please do not hesitate to give me a call.

Sincerely:

Christina Marie

Christina Marie, P.E.
Dell Consulting, LLC

Approved by: _____

Date: _____

dell consulting

Mobile Tennis Center HVAC
Mobile, Alabama
Dell Project Number - XX-XXX

Task	Principal Engineer $195 /hr	Registered Engineer $155 /hr	Senior Designer - Partner $125 /hr	Senior Designer $105 /hr	RCDD $105 /hr	Engineer $98 /hr	Engineering Designer $84 /hr	CAD Tech $77 /hr	Clerical $52 /hr
Field Survey									
As Built / Demolition Drawings	0	4	0	0	0	10	0	0	0
Field Survey	0	4	0	0	0	10	0	0	0
Subtotal	0 hrs	8 hrs	0 hrs	0 hrs	0 hrs	20 hrs	0 hrs	0 hrs	0 hrs
	$0.00	$1,240.00	$0.00	$0.00	$0.00	$1,960.00	$0.00	$0.00	$0.00
Field Survey Fee =	$3,200.00								
Design									
Project Management	4	0	0	0	0	0	0	0	6
Meetings w/ Owner	2	2	0	0	0	0	0	0	0
Design Power Cameras	0	1	0	0	0	1	0	0	0
Design Electrical HVAC	0	4	0	0	0	10	0	0	0
Specifications	0	4	0	0	0	2	0	0	0
Checking/Coordination	4	4	0	0	0	10	0	0	0
Subtotal	10 hrs	15 hrs	0 hrs	0 hrs	0 hrs	23 hrs	0 hrs	0 hrs	6 hrs
	$1,950.00	$2,325.00	$0.00	$0.00	$0.00	$2,254.00	$0.00	$0.00	$312.00
Design Fee =	$6,841.00								
Construction Administration									
Shop Drawing Review	0	2	0	0	0	5	0	0	0
Job Site Meetings	0	2	0	0	0	5	0	0	0
Closeout Review	0	2	0	0	0	5	0	0	2
Subtotal	0 hrs	6 hrs	0 hrs	0 hrs	0 hrs	15 hrs	0 hrs	0 hrs	2 hrs
	$0.00	$930.00	$0.00	$0.00	$0.00	$1,470.00	$0.00	$0.00	$104.00
Construction Administration Fee =		$2,504.00							
TOTAL FEE =	$12,545.00								

129 E Government St, Pensacola FL 32502 V. 850.332.6687 F. 850.332.6629

dell consulting

Effective Date: January 1, 2023

HOURLY RATES

Classification	Rate/Hour
Principal/Partner	$195
Registered Engineer (P.E.)	$155
Senior Designer – Partner	$125
Senior Designer	$105
RCDD	$105
Engineer (E.I.T.)	$98
Engineering Designer	$84
Drafting	$77
Clerical	$52

Reimbursable – Billed at cost plus 10%

129 E. Government · Pensacola, FL 32502 · Phone: 850-332-5687 · Fax: 850-332-6629 · email: lynn@dellconsultingllc.com
813 Downtowner Blvd. Suite D · Mobile, AL 36609 · Phone: 251-316-0015

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-037-23 Current Date 2 / 16 / 23

Project Description Copeland-Cox Tennis Center - LED Lighting Upgrades & Tent Electrical Power and Panel

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.

Electrical design services project with one trade only in contract. No sub-Consultants to be used.

Cassie Boatwright
Requested By (Department Director)

(Signature)	Director of REAM (Title)	2-19-23 (Date)

251-208-7627
Telephone Number

boatwright@cityofmobile.org
Email Address

Roger Cook, Small and Disadvantaged Business Coordinator
Reviewed By (Office of Supplier Diversity)

Archinique Kidd (Signature)	Supplier Diversity Manager (Title)	3/8/2023 (Date)

AK
Approved By (CAO)

EXHIBIT 3

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.

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	DELL CONSULTING LLC
Address	813 Downtowner Blvd Suite D Mobile, AL 36609
Telephone	251-316-0015 ext 201
E-Mail	CHRISTY@DELLCONSULTINGLLC.COM

RFP/RFQ Solicitation Number	PR-087-23
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 21 Female 6 Minority 1 Non-minority 26 SDVO _____
	Total #of Employees 27

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHRISTINA MARIE

Signature: Christina Marie Date: 03/13/2023

Title: PROFESSIONAL ENGINEER

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 email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Dell Consulting LLC Your Bid/Proposal Amount $ 34,610.00 Date: 3/13/23

Description Electrical design services at the Copeland-Cox Tennis Cntr.

Name of Bidder/Proposer: Andy Maurin

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
N/A		No Subs required.				

4/5/2021

1024

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Drill Consulting, LLC

Contact Person: Andy Mavrin Phone 251-316-0015 Email cmrish@drillconsulting LLC.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 (X)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_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. _____

_____

_____

Alabama Secretary of State

Dell Consulting, LLC	
Entity ID Number	000 - 543 - 901
Entity Type	Foreign Limited Liability Company
Principal Address	129 E. Government St. Pensacola, FL 32502
Principal Mailing Address	129 E. Government St. Pensacola, FL 32502
Status	Exists
Place of Formation	Florida
Formation Date	02/26/2019
Qualify Date	02/26/2019
Registered Agent Name	Maurin, Andy
Registered Office Street Address	813 Downtowner Blvd Suite D Mobile, AL 36609
Registered Office Mailing Address	813 Downtowner Blvd Suite D Mobile, AL 36609
Nature of Business	
Doing Business in AL Since	09/25/2012
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/26/2019 Certificate of Formation 2 pgs.

Browse Results New Search

E-Verify

Company ID Number: 529567

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 Dell Consulting LLC	
Harold Dell	
Name (Please Type or Print)	Title
Electronically Signed	**03/29/2012**
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**03/29/2012**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Dell Consulting LLC**
Company Facility Address:	**129 E. Government Street**
	Pensacola, FL 32502
Company Alternate Address:	
County or Parish:	**ESCAMBIA**
Employer Identification Number:	**262717366**

E-Verify

Company ID Number: 529567

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	10 to 19
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:

- FLORIDA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Lisa B Amspacher**		
Telephone Number:	**(850) 332 - 5687**	Fax Number:	**(850) 332 - 6629**
E-mail Address:	**operations@dellconsultingllc.com**		
Name:	**Harold L Dell**		
Telephone Number:	**(850) 332 - 5687**	Fax Number:	**(850) 332 - 6629**
E-mail Address:	**operations@dellconsultingllc.com**		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
11 West Garden St.
Pensacola FL 32502

License#: 2081754

CONTACT NAME: Nicole McNorton
PHONE (A/C, No, Ext): 850-601-0866 FAX (A/C, No):
E-MAIL ADDRESS: NMcNorton@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Technology Insurance Company	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Dell Consulting LLC
129 East Government Street
Pensacola FL 32502

DELLCON-01

COVERAGES **CERTIFICATE NUMBER:** 1295905128 **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	21SBMIG4524	1/12/2023	1/12/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X contractual Liab						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	21SBMIG4524	1/12/2023	1/12/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Borrowed Aut							$
A	X UMBRELLA LIAB X OCCUR	Y	Y	21SBMIG4524	1/12/2023	1/12/2024	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	TWC4177906	12/5/2022	12/5/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
#PR-037-23 Copeland Cox-Tennis Center - DELL CONSULTING Project No.: 23-023 - LED Lighting Upgrades and Tent Electrical Power and Panel Location - 851 Gaillard Drive Mobile, AL 36608

City of Mobile is included as an additional insured in respect to general liability and umbrella liability as required by written contract. All policies except workers compensation shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies favor of City of Mobile with respect to general liability, umbrella liability and worker's comp. A 30 day notice of cancellation applies except 10 days for non-pay to general liability, umbrella liability, and worker's comp.

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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Client#: 1052462 DELLCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Linda Marini
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS: linda.marini@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Insurance Underwriters, Inc.	19917
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Dell Consulting, LLC
129 East Government St.
Pensacola, FL 32502

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG $
	OTHER:						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	☐ ANY AUTO						BODILY INJURY (Per person) $
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $
							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE $
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE $
	☐ DED ☐ RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT $
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT $
A	Professional Liability			AEX1021600008	10/21/2022	10/21/2023	$1,000,000 per claim $2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.

RE: #PR-037-23 Copeland Cox-Tennis Center, Dell Consulting Project #23-023, LED Lighting Upgrades and Tent Electrical Power and Panel, 851 Gaillard Drive, Mobile, AL 36608.

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

Bim Cook

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SZYZP

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Nick Amberger, City Engineer
Carleen Stout-Clark, Real Estate Officer, RE Department

Sponsored by:

Councilmember C.J. Small and Mayor William S. Stimpson

Purpose and Scope of Project:

Grant Three Permanent Sanitary Sewer Easements and Temporary Construction Easements, to the Board of Water and Sewer Commissioners, as needed for the Eslava Creek Trunk Sewer Upgrades Project No. CM0B8190299.

Amount of Contract:

N/A

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/20/2023
Permanent Sanitary Sewer Easement and TCE	Exhibit	3/20/2023
Permanent Sanitary Sewer Easement and TCE	Exhibit	3/20/2023
Permanent Sanitary Sewer Easement and TCE	Exhibit	3/20/2023

REVIEWERS:

Department Reviewer	Action	Date
		3/22/2023 - 3:02

Real Estate	Boatwright, Cassie	Approved	PM
Legal	Kern, Chris	Approved	3/22/2023 - 3:19 PM
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:57 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson, Council Membesr C. J. Small and Joel Daves.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Three (3) Permanent Sanitary Sewer Easement and Temporary Construction Easements as needed for the Eslava Creek Trunk Sewer Upgrades Project No. CMOB190299 as prepared by GMC, to the **BOARD OF WATER AND SEWER COMMISSIONERS of the City of Mobile**, Copies of which are attached hereto and made a part hereof as though fully set forth herein.

Adopted:

_____

City Clerk

PERMANENT SANITARY SEWER EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "Grantor") for and in consideration of the amount of Ten and No/100 ($10.00) Dollars, cash in hand paid to the undersigned by the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,** a public corporation of Alabama, (herein referred to as "Grantee") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM** and **CONVEY** unto the **BOARD OF WATER AND SEWER COMMISIONERS OF THE CITY OF MOBILE,** its successors and assigns, a permanent easement for construction, operation, inspection, maintenance, replacement and removal of a sanitary sewer line under the soil on a strip of land running across a parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described and follows:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the

soil along said strip. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other maters recorded in the office of the Judge of Probate, Mobile County, Alabama.
2. All construction and maintenance of the sanitary sewer line or lines will be the full responsibility of the Water and Sewer Board.
3. All construction and maintenance of the sanitary sewer line must comply with FEMA and City of Mobile regulations for construction in Floodzone and Floodway areas.
4. GRANTEE covenants that the initial improvements to the Subject Property will be in substantial compliance with the GRANTOR'S storm water ordinances and with those engineering drawings prepared by Goodwyn Mills Cawood titled, Eslava Creek Trunk Sewer Upgrades GMC # CMOB8190299, dated September 8th, 2021 which such drawing is hereby incorporated by reference herein as a part hereof. The said sanitary sewer line shall be constructed only after approval by the GRANTOR'S Engineering Department via the GRANTOR'S Land Disturbance Permitting Process.
5. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the GRANTOR'S Land Disturbance Permitting Process.
6. GRANTEE, in the construction or maintenance of the Sanitary Sewer Line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the GRANTEE will be repaired or replaced to design capacity and function at GRANTEE'S sole expense.
7. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the Water and Sewer Board to a condition substantially the same as existed immediately prior to said disturbance; GRANTEE must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.

8. GRANTOR reserves the right to use and enjoy its own rights in the property described herein, including but not limited to landscape, pave, build drives and parking areas provided that GRANTORS, their successors and assigns, shall not excavate, construct or permit to be constructed on or over said strip any obstruction that may interfere with the rights hereby granted.
9. The easement granted hereby may not be conveyed by the GRANTEE without the written consent of the GRANTOR, which such consent will be granted or withheld at the sole discretion of the GRANTOR.
10. Except as otherwise provided herein, GRANTEE does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
11. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by both parties hereto.

In and for the same consideration hereinabove recited, Grantor does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the sanitary sewer line on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the same ten terms and conditions hereinabove recited.

IN WITNESS WHEREOF, this instrument is executed this the _____day of _____, 2023.

GRANTOR:

CITY OF MOBILE, a Municipal Corporation

By_____

Its: Mayor

ATTEST:

_____

Its: City Clerk

GRANTEE

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,

a Public Corporation

By Dale Russell

Its: Director of Planning & Market Development

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William S. Stimpson and Lisa C. Lambert whose names as Mayor and City Clerk, respectively, of the City of Mobile, a municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2023.

_____

Notary Public, State of Alabama

My Commission Expires:_____

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl Russell whose name as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 16th day of March 2023.

Notary Public, State of Alabama

My Commission Expires

ANITA S DIONNE
NOTARY PUBLIC ALABAMA
My Commission Expires
July 9, 2025

NOTARY PUBLIC

Grantee
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

Grantor:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

"EXHIBIT A"

KEY # 2268012
CITY OF MOBILE

PERMANENT SEWER EASEMENT

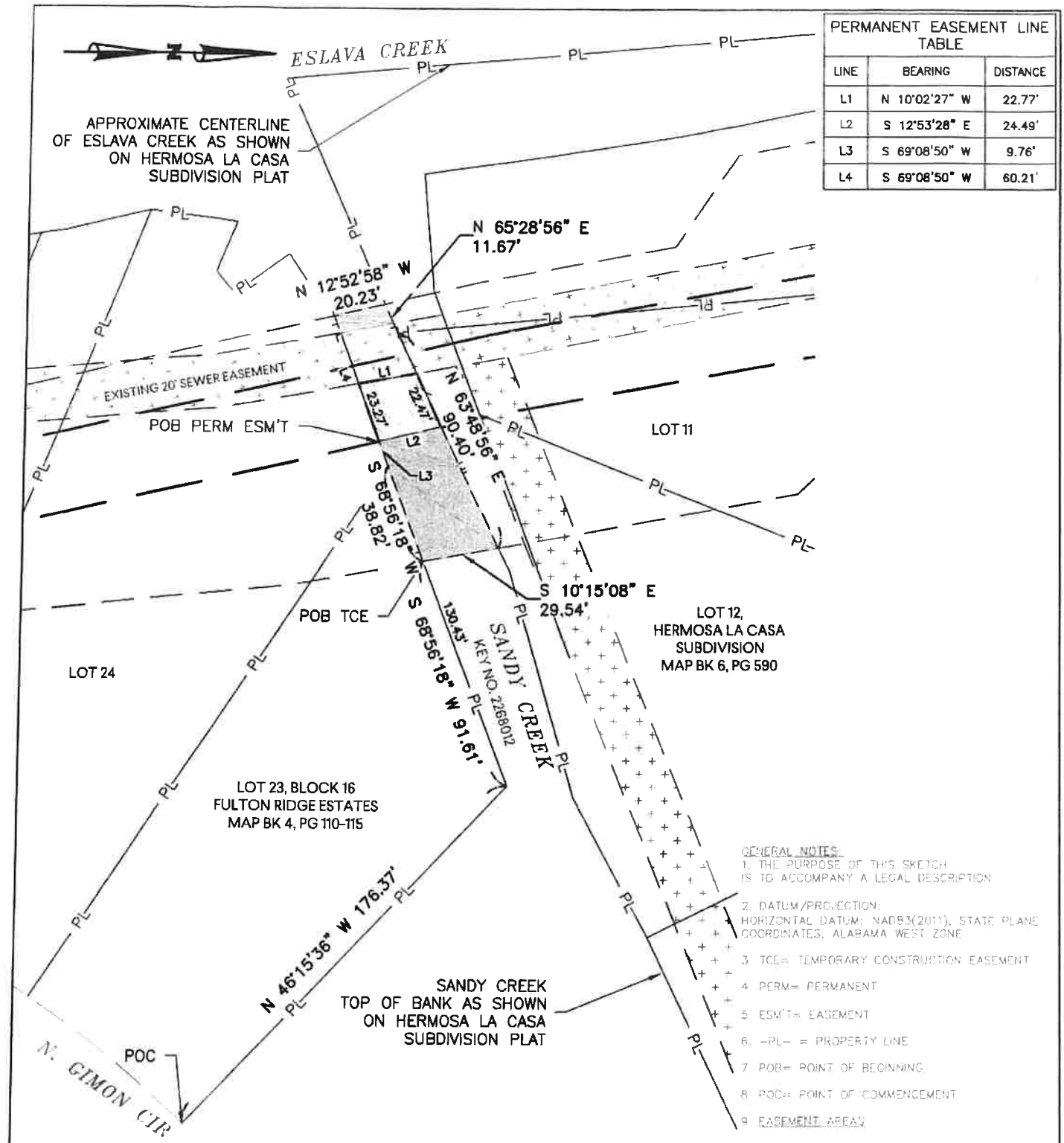
COMMENCING AT THE SOUTHEAST CORNER OF LOT 23, FULTON RIDGE ESTATES, AS PER PLAT RECORDED IN MAP BOOK 4, PAGE 110-115, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING ON WEST RIGHT OF WAY LINE OF W. GIMON CIRCLE; THENCE RUN ALONG SAID EAST LINE OF SAID LOT AND THE PROJECTION OF THERE OF N 46°15'36" W 176.37 FEET TO A POINT; THENCE RUN S 68°56'18" W 130.43 FEET TO A POINT; THENCE RUN S 69°08'50" W 9.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 69°08'50" W 23.27 FEET TO A POINT ON AN EXISTING 20 FOOT SEWER EASEMENT; THENCE RUN ALONG SAID EASEMENT N 10°02'27" W 22.77 FEET TO A POINT; THENCE RUN N 63°48'56" E 22.47 FEET TO A POINT; THENCE RUN S 12°53'28" E 24.49 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 529 SQ. FT. OR 0.01 ACRES, MORE OR LESS.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 23, FULTON RIDGE ESTATES, AS PER PLAT RECORDED IN MAP BOOK 4, PAGE 110-115, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING ON WEST RIGHT OF WAY LINE OF W. GIMON CIRCLE; THENCE RUN ALONG SAID EAST LINE OF SAID LOT AND THE PROJECTION OF THERE OF N 46°15'36" W 176.37 FEET TO A POINT; THENCE RUN S 68°56'18" W 91.61 FEET TO THE POINT OF BEGINNING; THENCE RUN S 68°56'18" W 38.82 FEET TO A POINT ON THE NORTHWEST CORNER OF LOT 23; THENCE RUN ALONG THE NORTH LINE OF LOT 24 S 69°08'50" W 60.21 FEET TO A POINT; THENCE RUN N 12°52'58" W 20.23 FEET TO A POINT; THENCE RUN N 65°28'56" E 11.67 FEET TO A POINT; THENCE RUN N 63°48'56" E 90.40 FEET TO A POINT; THENCE RUN S 10°15'08" E 29.54 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE ABOVE DESCRIBED PERMANENT EASEMENT, AND LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE EXISTING 20' SEWER EASEMENT. SAID EASEMENT CONTAINING 1467 SQ. FT. OR 0.03 ACRES, MORE OR LESS.

"EXHIBIT B"



PERMANENT EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 10°02'27" W	22.77'
L2	S 12°53'28" E	24.49'
L3	S 69°08'50" W	9.76'
L4	S 69°08'50" W	60.21'

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION
2. DATUM/PROJECTION: HORIZONTAL DATUM: NAD83(2011), STATE PLANE COORDINATES, ALABAMA WEST ZONE
3. TCE= TEMPORARY CONSTRUCTION EASEMENT
4. PERM= PERMANENT
5. ESM'T= EASEMENT
6. -PL- = PROPERTY LINE
7. POB= POINT OF BEGINNING
8. POC= POINT OF COMMENCEMENT
9. EASEMENT AREAS

PERMANENT = 529 SQ.FT. OR 0.01 ACRES±
TCE (LESS EXISTING & PERM ESM'T) = 1467 SQ.FT. OR 0.03 ACRES±

PERMANENT SEWER EASEMENT

TEMPORARY CONSTRUCTION EASEMENT(TCE)

KEY #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
2268012	CITY OF MOBILE	PO BOX 1827 MOBILE, AL 36633	

ESLAVA CREEK TRUNK SEWER UPGRADES
MOBILE, AL

SCALE: N.T.S.
EASEMENT SKETCH

EXHIBIT B

09/08/2021
DRAWN BY: —

11 North Water Street, Suite 15250
Mobile, AL 36602
T 251.460.4006
GMCNETWORK.COM

GMC

PERMANENT SANITARY SEWER EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "Grantor") for and in consideration of the amount of Ten and No/100 ($10.00) Dollars, cash in hand paid to the undersigned by the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,** a public corporation of Alabama, (herein referred to as "Grantee") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM** and **CONVEY** unto the **BOARD OF WATER AND SEWER COMMISIONERS OF THE CITY OF MOBILE,** its successors and assigns, a permanent easement for construction, operation, inspection, maintenance, replacement and removal of a sanitary sewer line under the soil on a strip of land running across a parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described and follows:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the

soil along said strip. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other maters recorded in the office of the Judge of Probate, Mobile County, Alabama.
2. All construction and maintenance of the sanitary sewer line or lines will be the full responsibility of the Water and Sewer Board.
3. All construction and maintenance of the sanitary sewer line must comply with FEMA and City of Mobile regulations for construction in Floodzone and Floodway areas.
4. GRANTEE covenants that the initial improvements to the Subject Property will be in substantial compliance with the GRANTOR'S storm water ordinances and with those engineering drawings prepared by Goodwyn Mills Cawood titled, Eslava Creek Trunk Sewer Upgrades GMC # CMOB8190299, dated September 8th, 2021 which such drawing is hereby incorporated by reference herein as a part hereof. The said sanitary sewer line shall be constructed only after approval by the GRANTOR'S Engineering Department via the GRANTOR'S Land Disturbance Permitting Process.
5. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the GRANTOR'S Land Disturbance Permitting Process.
6. GRANTEE, in the construction or maintenance of the Sanitary Sewer Line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the GRANTEE will be repaired or replaced to design capacity and function at GRANTEE'S sole expense.
7. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the Water and Sewer Board to a condition substantially the same as existed immediately prior to said disturbance; GRANTEE must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.

8. GRANTOR reserves the right to use and enjoy its own rights in the property described herein, including but not limited to landscape, pave, build drives and parking areas provided that GRANTORS, their successors and assigns, shall not excavate, construct or permit to be constructed on or over said strip any obstruction that may interfere with the rights hereby granted.
9. The easement granted hereby may not be conveyed by the GRANTEE without the written consent of the GRANTOR, which such consent will be granted or withheld at the sole discretion of the GRANTOR.
10. Except as otherwise provided herein, GRANTEE does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
11. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by both parties hereto.

In and for the same consideration hereinabove recited, Grantor does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the sanitary sewer line on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the same ten terms and conditions hereinabove recited.

IN WITNESS WHEREOF, this instrument is executed this the _____day of _____. 2023.

GRANTOR:

CITY OF MOBILE, a Municipal Corporation

By_____

Its: Mayor

ATTEST:

_____

Its: City Clerk

GRANTEE

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,

a Public Corporation

By Doug L. Russell

Its: Director of Planning & Market Development

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William S. Stimpson and Lisa C. Lambert whose names as Mayor and City Clerk, respectively, of the City of Mobile, a municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2023.

_____

Notary Public, State of Alabama

My Commission Expires:_____

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl Russell whose name as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 16th day of March 2023.

Notary Public, State of Alabama

My Commission Expires:

ANITA L DIONNE
My Commission Expires
July 9, 2025

Grantee
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

Grantor:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

"EXHIBIT A"

KEY # 959207
CITY OF MOBILE

PERMANENT SEWER EASEMENT

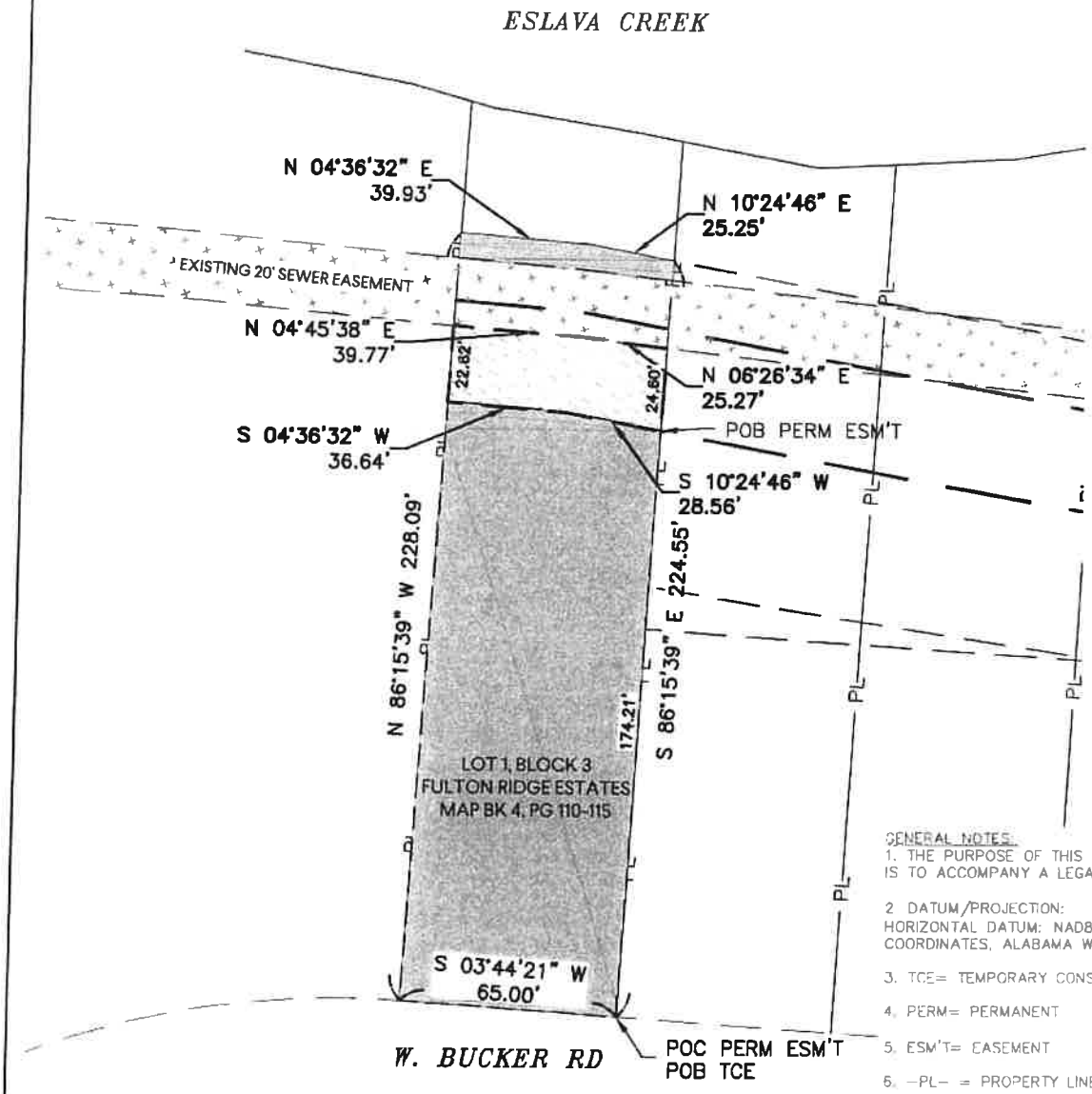
COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 3, FULTON RIDGE ESTATES AS PER PLAT RECORDED IN MAP BOOK 4, PAGE 110-115 IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING ON WEST RIGHT OF WAY LINE OF W. BUCKER ROAD; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN ALONG THE NORTH LINE OF SAID LOT AND THE PROJECTION THEREOF N 86°15'39" W 174.21 FEET TO THE POINT OF BEGINNING; THENCE RUN S 10°24'46" W 28.56 FEET TO A POINT; THENCE RUN S 04°36'32" W 36.64 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF SAID LOT; THENCE RUN N 86°15'39" W 22.62 FEET TO A POINT ON THE EAST SIDE OF AN EXISTING 20 FOOT SEWER EASEMENT; THENCE RUN ALONG SAID EAST SIDE OF THE EXISTING EASEMENT AS FOLLOWS: N 04°45'38" E 39.77 FEET TO A POINT; THENCE RUN N 06°26'34" E 25.27 FEET TO A POINT ON THE PROJECTION OF THE NORTH LINE OF SAID LOT; THENCE RUN S 86°15'39" E 24.60 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 1496 SQ. FT. OR 0.03 ACRES, MORE OR LESS.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 3, FULTON RIDGE ESTATES AS PER PLAT RECORDED IN MAP BOOK 4, PAGE 110-115 IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING ON WEST RIGHT OF WAY LINE OF W. BUCKER ROAD; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE S 03°44'21" W 65.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN ALONG THE SOUTH LINE OF SAID LOT AND THE PROJECTION THEREOF N 86°15'39" W 228.09 FEET TO A POINT; THENCE RUN N 04°36'32" E 39.93 FEET TO A POINT; THENCE RUN N 10°24'46" E 25.25 FEET TO A POINT ON THE PROJECTION OF THE NORTH LINE OF SAID LOT; THENCE RUN S 86°15'39" E 224.55 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE ABOVE DESCRIBED PERMANENT EASEMENT, AND LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE EXISTING 20' SEWER EASEMENT. SAID EASEMENT CONTAINING 11,979 SQ. FT. OR 0.27 ACRES, MORE OR LESS.

"EXHIBIT B"



GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION
2. DATUM/PROJECTION: HORIZONTAL DATUM: NAD83(2011), STATE PLANE COORDINATES, ALABAMA WEST ZONE
3. TCE= TEMPORARY CONSTRUCTION EASEMENT
4. PERM= PERMANENT
5. ESM'T= EASEMENT
6. -PL- = PROPERTY LINE
7. POB= POINT OF BEGINNING
8. POC= POINT OF COMMENCEMENT
9. EASEMENT AREAS

PERMANENT = 1496 SQ.FT. OR 0.03 ACRES±
TCE (LESS EXISTING & PERM ESM'T) = 11979 SQ.FT. OR 0.27 ACRES±

PERMANENT SEWER EASEMENT

TEMPORARY CONSTRUCTION EASEMENT(TCE)

KEY #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
959207	CITY OF MOBILE	2250 GOVERNMENT PLAZA OFFICE OF CITY CLERK MOBILE , AL 36644	1270 W BUCKER RD

ESLAVA CREEK TRUNK
SEWER UPGRADES
MOBILE, AL

SCALE: N.T.S
EASEMENT SKETCH

EXHIBIT B

GMC # GM029193799
09/08/2021
DRAWN BY: —

11 North Water Street, Suite 15250
Mobile, AL 36602
T 251.460.4006
GMCNETWORK COM

GMC

PERMANENT SANITARY SEWER EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "Grantor") for and in consideration of the amount of Ten and No/100 ($10.00) Dollars, cash in hand paid to the undersigned by the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,** a public corporation of Alabama, (herein referred to as "Grantee") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM** and **CONVEY** unto the **BOARD OF WATER AND SEWER COMMISIONERS OF THE CITY OF MOBILE,** its successors and assigns, a permanent easement for construction, operation, inspection, maintenance, replacement and removal of a sanitary sewer line under the soil on a strip of land running across a parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described and follows:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the strip of land hereinabove described

for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the soil along said strip. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. The GRANTEE, for public safety concerns, will be solely responsible for filling in and covering up all construction during non work hours.
2. The GRANTEE, for public safety concerns, will be solely responsible for removable of all tools and equipment from the construction site during non work hours.
3. The GRANTEE, for public safety concerns, will appropriately secure the work zone throughout the construction process.
4. The GRANTEE will contact Dan Otto, City of Mobile Park Superintendent 208-1604, and give notice of the beginning of this project and again at its end.
5. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other maters recorded in the office of the Judge of Probate, Mobile County, Alabama.
6. All construction and maintenance of the sanitary sewer line or lines will be the full responsibility of the Water and Sewer Board.
7. All construction and maintenance of the sanitary sewer line must comply with FEMA and City of Mobile regulations for construction in Floodzone and Floodway areas.
8. GRANTEE covenants that the initial improvements to the Subject Property will be in substantial compliance with the GRANTOR'S storm water ordinances and with those engineering drawings prepared by Goodwyn Mills Cawood titled, Eslava Creek Trunk Sewer Upgrades GMC # CMOB8190299, dated September 8th, 2021 which such drawing is hereby incorporated by reference herein as a part hereof. The said sanitary sewer line shall be constructed only after approval by the GRANTOR'S Engineering Department via the GRANTOR'S Land Disturbance Permitting Process.
9. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the GRANTOR'S Land Disturbance Permitting Process.
10. GRANTEE, in the construction or maintenance of the Sanitary Sewer Line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic

capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the GRANTEE will be repaired or replaced to design capacity and function at GRANTEE'S sole expense.

11. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the Water and Sewer Board to a condition substantially the same as existed immediately prior to said disturbance; GRANTEE must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.
12. GRANTOR reserves the right to use and enjoy its own rights in the property described herein, including but not limited to landscape, pave, build drives and parking areas provided that GRANTORS, their successors and assigns, shall not excavate, construct or permit to be constructed on or over said strip any obstruction that may interfere with the rights hereby granted.
13. The easement granted hereby may not be conveyed by the GRANTEE without the written consent of the GRANTOR, which such consent will be granted or withheld at the sole discretion of the GRANTOR.
14. Except as otherwise provided herein, GRANTEE does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
15. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by both parties hereto.

In and for the same consideration hereinabove recited, Grantor does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the sanitary sewer line on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO

AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the same ten terms and conditions hereinabove recited.

IN WITNESS WHEREOF, this instrument is executed this the _____day of _____, 2023.

GRANTOR:

CITY OF MOBILE, a Municipal Corporation

By_____

Its: Mayor

ATTEST:

_____

Its: City Clerk

GRANTEE

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,

a Public Corporation

By Daryl Russell

Its: Director of Planning & Market Development

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William S. Stimpson and Lisa C. Lambert whose names as Mayor and City Clerk, respectively, of the City of Mobile, a municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2023.

_____

Notary Public, State of Alabama

My Commission Expires:_____

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl Russell whose name as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 16th day of March 2023.

_____

Notary Public, State of Alabama

My Commission Expires:_____

NOTARY PUBLIC ANITA L DIONNE My Commission Expires July 9, 2025

Grantee

Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

Grantor:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by

City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

"EXHIBIT A"

KEY # 959074
CITY OF MOBILE

PERMANENT SEWER EASEMENT

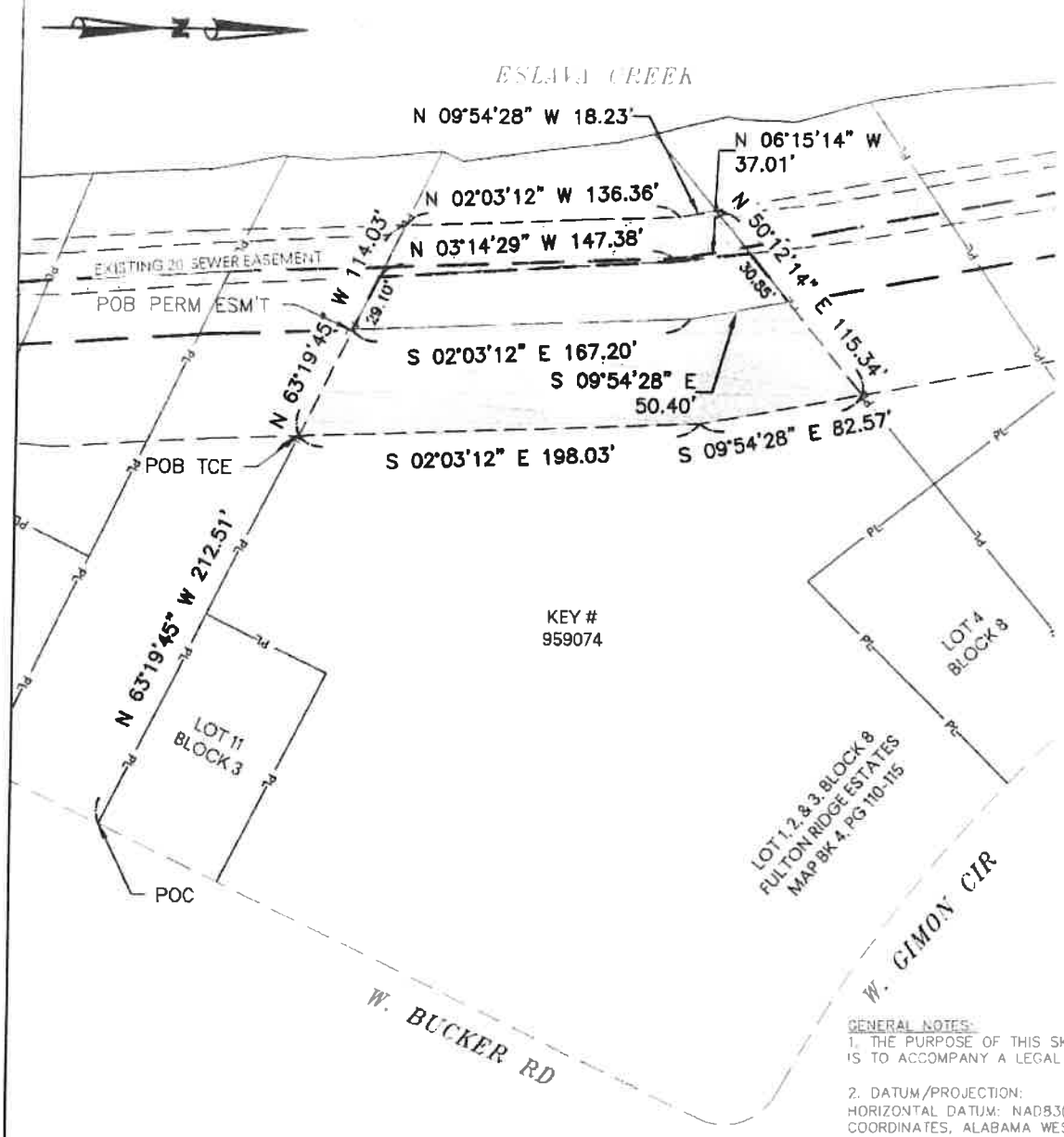
COMMENCING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 3, FULTON RIDGE ESTATES AS PER PLAT RECORDED IN MAP BOOK 4, PAGE 110-115 IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING ON WEST RIGHT OF WAY LINE OF W. BUCKER ROAD; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN ALONG THE SOUTH LINE OF SAID LOT AND THE PROJECTION THEREOF N 63° 19' 45" W 269.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 63° 19' 45" W 29.10 FEET TO A POINT ON THE EAST SIDE OF AN EXISTING 20 FOOT SEWER EASEMENT; THENCE RUN ALONG THE EAST SIDE OF SAID EASEMENT AS FOLLOWS: N 03°14'29" W 147.38 FEET TO A POINT; THENCE RUN N 06°15'14" W 37.01 FEET TO A POINT ON THE PROJECTION OF THE NORTH LINE OF LOT 4, BLOCK 8 OF SAID SUBDIVISION; THENCE RUN N 50°12'14" E 30.85 FEET TO A POINT; THENCE RUN S 09°54'28" E 50.40 FEET TO A POINT; THENCE RUN S 02°03'12" E 167.20 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 5456 SQ. FT. OR 0.12 ACRES, MORE OR LESS.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 11, BLOCK 3, FULTON RIDGE ESTATES AS PER PLAT RECORDED IN MAP BOOK 4, PAGE 110-115 IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING ON WEST RIGHT OF WAY LINE OF W. BUCKER ROAD; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN ALONG THE SOUTH LINE OF SAID LOT AND THE PROJECTION THEREOF N 63° 19' 45" W 212.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 63° 19' 45" W 114.03 FEET TO A POINT; THENCE RUN N 02°03'12" W 136.36 FEET TO A POINT; THENCE RUN N 09°54'28" W 18.23 FEET TO A POINT ON THE PROJECTION OF THE NORTH LINE OF LOT 4, BLOCK 8 OF SAID SUBDIVISION; THENCE RUN N 50°12'14" E 115.34 FEET ON SAID NORTH LINE TO A POINT ALONG SAID PROJECTION; THENCE RUN S 09°54'28" E 82.57 FEET TO A POINT; THENCE RUN S 02°03'12" E 198.03 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE ABOVE DESCRIBED PERMANENT EASEMENT, AND LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE EXISTING 20' SEWER EASEMENT. SAID EASEMENT CONTAINING 12,874 SQ. FT. OR 0.30 ACRES, MORE OR LESS.

"EXHIBIT B"



GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION
2. DATUM/PROJECTION: HORIZONTAL DATUM: NAD83(2011), STATE PLANE COORDINATES, ALABAMA WEST ZONE
3. TCE= TEMPORARY CONSTRUCTION EASEMENT
4. PERM= PERMANENT
5. ESM'T= EASEMENT
6. -PL- = PROPERTY LINE
7. POB= POINT OF BEGINNING
8. POC= POINT OF COMMENCEMENT
9. EASEMENT AREAS

PERMANENT = 5456 SQ.FT. OR 0.12 ACRES±
TCE (LESS EXISTING & PERM ESM'T) = 12,874 SQ.FT. OR 0.30 ACRES±.

PERMANENT SEWER EASEMENT

TEMPORARY CONSTRUCTION EASEMENT(TCE)

KEY #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
959074	CITY OF MOBILE	205 GOVERNMENT PLAZA OFFICE OF CITY CLERK MOBILE, AL 36644	

ESLAVA CREEK TRUNK
SEWER UPGRADES
MOBILE, AL

SCALE: N.T.S
EASEMENT SKETCH

EXHIBIT B

GMC # CUC3190239
09/08/2021
DRAWN BY: —

11 North Water Street, Suite 15250
Mobile, AL 36602
T 251.460.4006
GMCNETWORK.COM

GMC

AGENDA ITEM SUMMARY SHEET

Agenda of:3/28/2023

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/23/2023 - 3:25 PM

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Comfort Transport, LLC to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 11, 2023, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Comfort Transport, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Jacqueline E. Drew individually or on behalf of Comfort Transport, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Comfort Transport, LLC

Business Address: 2029 B Airport Blvd #175 Mobile, AL 36606

Telephone: 251-402-8102 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: 5/15/63 SSN: _____

Residence Address: _____

Address _____ City _____ State _____ Zip code 5

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: 59 Months: 0

U.S. Citizenship: Yes ✓ No _____

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A _____)

_____ an alien authorized to work until ___/___/___
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY APPLICATION

Chapter 59 of the Mobile City Code requires every person who desires to operate a taxicab, shuttle, limousine, carriage, charter or transportation service to first obtain a certificate of public convenience and necessity.

Where to Apply: Applications may be obtained from the City Clerk's Office on the 9th floor of Government Plaza, South Tower, 205 Government Street or printed from the City of Mobile website: https://www.cityofmobile.org/uploads/CPCN.pdf

1. **Background Check:** Each applicant must complete the attached background information sheet and undergo a records check by the Mobile Police Department, located at 2460 Government Street. If the applicant is a partnership, corporation, or other legal entity, the background check will be conducted on all officers, partners, directors, and any shareholder holding more than 25% of the outstanding stock of any corporation. (There is a $10.00 fee for each records check).

***Applicant: Please obtain a records check from MPD Records (with embossed seal) to return with your completed application.**

Where to File the Application:

2. **When you receive your local record check from the MPD, only then will you return your completed application to the City Clerk's Office, along with a $100 application fee (cash or check). Make checks payable to: City of Mobile. The application must also be properly notarized, or it will not be accepted.**

*After the completed application is received, the City Clerk's Office will forward it to the Police Department to review the application and the information provided therein. The Police Department shall report to the Council any information pertinent to the application or applicant. The Council shall not consider any application until such time as the Police Department has issued its report to the Council.

Public Hearing: The City Code requires that a public hearing be held on the application. Applicants will be notified of the hearing date. **Please refer to Section 59 of the City Code for the factors that will be considered by the City Council:** https://library.municode.com/al/mobile/codes/code_of_ordinances

Other Requirements: The following items must be submitted to the City Revenue Department **BEFORE** a City business license will be issued. **After the City Council has approved your application, you must submit the following items to the City Revenue Department in order to receive a City business license:**

- Certificate of Public Convenience and Necessity
- Proof of Insurance (see attached City Code sections for minimum requirements)
- Chauffeur's license (issued by the Police Department) on all drivers.
- Certificate from a licensed, qualified garage stating that the vehicle(s) have been inspected and meets the requirements of the City Code.

Please be aware that this process may take up to 4 to 6 weeks. For more information contact the City Clerk's Office at 208-7411

(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)
Jacqueline EDraw			

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Mon-Fri 7am-6pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Jacqueline E. Drew
Applicant's Signature

NAME OF ENTITY:

Comfort Transport, LLC

By: Jacqueline E. Drew
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
17 **DAY OF** March, **2023**

Katelyne Byrd
Notary Public

STATE OF NOTARY PUBLIC ALABAMA
KATELYNE BYRD
My Commission Expires
December 5, 2026

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Jacqueline E. Drew

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'07

Weight: 258

Hair Color: BLK

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Jacqueline E. Drew
Signature

3/17/23
Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: _____

Date of Birth: _____ Security #: _____

Present Address _____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

_____

Give nature of all transactions or acts giving rise to these judgements.

_____

Give name and location of court in which judgements were entered and date entered.

_____

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

_____ _____
Signature Date Signed

Personal Data Report

General Descriptors

Name:	DREW, JACQUELINE E		
Address:		**Nick Name:**	
Phone:			
Race:	BLACK	**DOB:**	5/15/1963
Sex:	F	**Age:**	59
Weight:	258	**Eyes:**	BROWN
Height:	5'07"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** CDL A	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates: A RECORD

CHECKED BY: [signature]

DATE: 3/16/2023

see Pg 2

MOBILE POLICE DEPARTMENT

PAUL O. PRINE
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

Person Information							
Last Name	First Name	Middle Name	Sufx	Ssn			Pid
ROBINSON	JACQUELINE	EUNICE					
	Sex	Race	Dob	Height	Weight	Hair	Eyes
	F	B	05151963	5-7	172	BK	BR

Records Check Arrest List

Paper No	Arrest Date	Offense Desc	Paper Type
193100142601	10-08-1993	CRIM MISCHIEF 3RD	Complaint
193100142601	10-08-1993	HARASSMENT	Complaint
189100174202	10-06-1989	COCAINE POSSESS	
188110555801	10-06-1989	ALIAS/BENCH WARR ARR	
189040469201	10-06-1989	ALIAS/BENCH WARR ARR	
186020394401	04-27-1988	ALIAS/BENCH WARR ARR	
186100095601	11-18-1986	ALIAS/BENCH WARR ARR	
183030673701	11-01-1984	ILLEGAL USE CRED CRD	
182110549702	11-18-1982	ATTEMPTED SHOPLIFT	

This is an official document and any person making unauthorized alterations will be prosecuted

Tampering with this document is a felony offense -- P.D. 31 (Rev. 6/99)

Checked by Theresa Christie Date 3/16/2023

Title Records

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:
A RECORD

CHECKED BY: [signature]
DATE: 3/16/2023