AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, March 21, 2023, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Dr. W. A. James, Grace and Truth Christian Fellowship Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

March 14, 2023

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Krystn Bohannon for a waiver of the Noise Ordinance at Washington Square on March 25, 2023, from 5:00 p.m. - 9:00 p.m. (District 2)

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

Request of Shaminique Padgett for a waiver of the Noise Ordinance at Cathedral Square on April 9, 2023, from 3:00 p.m. - 6:00 p.m. (District 2).

Request of Strikers Club, Inc. for a waiver of the Noise Ordinance at Mardi Gras Park on September 3, 2023, from 4:00 p.m. - 8:00 p.m. (District 2).

Request of Letrisha West for a waiver of the Noise Ordinance at Public Safety Memorial Park on April 8, 2023, from 11:00 a.m. - 2:00 p.m. (District 5)

10. PUBLIC HEARINGS

Public hearing to consider a Certificate of Public Convenience and Necessity to Lee Anthony Clarke to operate a shuttle service.

Public hearing to declare the structure at 2663 Glass Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1254 Eslava Lane a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 559 North Carolina Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 7033 Smith Aly a public nuisance and order it demolished (District 4).

Public hearing to declare the structure at 7123 Smith Street a public nuisance and order it demolished (District 4).

Public hearing to declare the structure at 402 N. Cody Road a public nuisance and order it demolished (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Natel Foster - Provide information about A & O Healthcare Institute, the school she started.

Valenia Green - Homeless and housing issues.

Thomas Mitchell - City business regarding City representatives, abuse of power regarding Aniah's Law, and voting rights.

Ryan McMillian - abuse of power and collaboration.

Pastor W. A. James - Pros and cons of annexation.

Sabrina Mass - Concerns about coaches in Parks & Rec. leagues asking for birth certificates and boards that you can not get information on.

Sherri Graham - Encourage the Council to create positive strategies to combat mental health in the community.

Rodney Toomer - How will annexation affect his district and what are the plans?

Timothy Hollis - Abuse of power, Council rules, body cameras, and annexation.

Reggie Hill - ARP, Civic Center, and public safety.

12. ORDINANCES HELD OVER

01-012 Ordinance to Amend Chapter 44, Article IV, "Historic Preservation" (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

64-013 Rezone property located at 1101 and 1107 Old Shell Road from R-1 and B-2 to B-2 (sponsored by Councilmember Carroll).

13. CONSENT RESOLUTIONS HELD OVER

40-080 Declare the structure at 3201 Lees Lane a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

14. RESOLUTIONS HELD OVER

01-278 Authorize agreement with the Village of Spring Hill, Inc. to facilitate landscaping and irrigation in public right-of-way (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Eng. Dept. and Carleen Stout-Clark, RE Dept.).

08-279 Approve item based bid for umarked vehicle light and siren upfits for MFRD (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-280 Approve item based bid for replacement brooms and brushes for street sweepers (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-281 Approve purchase order to Dennis Aluminum Products for decorative street sign posts; $49,175.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-282 Approve purchase order to Trantex Transportations products of Texas, Inc. for traffic control speed cushions for Traffic Engineering; $16,468.38 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-283 Approve purchase order to Trantex Transportation Products of Texas, Inc. for traffic control barricades for Traffic Engineering; $149,800.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-284 Approve purchase order to UJ Chevrolet Co., Inc. for Suburban SUV for MPD; $62,575.57 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-285 Approve purchase order to C&H Construction Services for mini message board with trailer for the Cruise Terminal; $16,755.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-286 Approve purchase order to SHI International Corp. for annual subscription for Terranova Security Awareness Training Library Services; $18,898.64 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-287 Authorize contract with Arena Fire Protection, Inc. for fire sprinkler and

backflow preventer inspections and repairs at various City facilities; $105,648.00 combined (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-288 Authorize contract with Cintas Corporation for uniform and equipment rental services; $7,000.00 per month, for one year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-289 Authorize contract with Virginia Wrecking Company, Inc. for Phase 2 asbestos abatement and demolition of Woodlawn Apartments; $92,399.00 (sponsored by Councilmember Small) (submitted by Gary Jackson, Municipal Enforcement).

21-291 Authorize contract with the University of South Alabama, USA Health Division to provide pharmaceutical services and medications for MFRD; $125,000.00 per year (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

21-292 Authorize contract with Amerson Roofing, Inc. for re-roofing of various City facilities; $117,873.00 (sponsored by Councilmembers Carroll & Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-293 Authorize performance contract with Friends of Mobile Historic Development (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

21-294 Authorize performance contract with Society Mobile-La Habana, Inc. (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

31-295 Authorize a grant application to the Department of Homeland Security/Federal Emergency Management Agency for the FY22 Fire Prevention and Safety Grant; $650,000.00 (5% match requirement) (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

60-296 Authorize Settlement Agreement and Release of Claims; McKean, Evans, & Byrd (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. ORDINANCES BEING INTRODUCED

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.).

16. CONSENT RESOLUTIONS BEING INTRODUCED

03-298 Appoint Lucy Kastrantas to the Mobile Museum of Art Board (sponsored by Councilmember Small) (submitted by Lisa C. Lambert, City

Clerk).

09-299 Transfer funds from District 7 Discretionary Account to Parks & Rec. Revenue Account to assist with facility fees for Service It Up With Love Tennis Tournament (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

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).

31-301 Authorize pre-proposal application to the National Fish and Wildlife Foundation's National Coastal Resilience to fund shoreline stabilization and restoration at Brookley by the Bay Park; $10,000,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt. Dept.).

37-302 Recommend approval to the ABC Board for issuance of a Special Events Retail License to Bottles Up Mobile, Mardi Gras Park (sponsored by Councilmember Carroll).

37-303 Recommend approval to the ABC Board for issuance of a Special Events Retail License to Iron Hand Brewing, 204 State Street (sponsored by Councilmember Carroll).

40-304 Declare the structure at 2663 Glass Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-305 Declare the structure at 1254 Eslava Lane a public nuisance and order it demolished (sponsored by Councilmember Small).

40-306 Declare the structure at 559 North Carolina Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-307 Declare the structure at 7033 Smith Aly a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-308 Declare the structure at 7123 Smith Street a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-309 Declare the structure at 402 N. Cody Road a public nuisance and order it demolished (sponsored by Councilmember Gregory).

58-310 Authorize removal of weeds, Weed Lien Group 1640.

58-311 Assess costs for removal of weeds, Weed Lien Group 1637.

60-312 Approve award of special bonus to the Officer of the Month, Elliott

(sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

60-313 Approve award of special bonus to the Firefighter of the Month, Ripple (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

60-314 Determine an appropriation to Booker T. Washington Middle School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-315 Determine an appropriation to the Downtown Mobile District Management Corp. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-316 Determine an appropriation to The Fuse Project serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-317 Determine an appropriation to Holiday Transitional Center serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-318 Determine an appropriation to Providence Foundation, Festival of Flowers, serves a public purpose and approve payment (sponsored by Councilmember Jones) (submitted by Rebecca Christian, Accounting Dept.).

60-319 Determine an appropriation to Marchfield Property Owners, Inc. serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Rebecca Christian, Accounting Dept.).

60-320 Determine an appropriation to Sugar Creek Homeowner's Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Jones) (submitted by Rebecca Christian, Accounting Dept.).

60-321 Determine an appropriation to Mobile Law Enforcement Foundation, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

60-322 Determine an appropriation to St. Paul's Episcopal School serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

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).

17. CIP RESOLUTIONS BEING INTRODUCED

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.).

18. RESOLUTIONS BEING INTRODUCED

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).

19. CALL FOR PUBLIC HEARINGS

41-337 Call for public hearing to rezone property located 4701 Halls Mill Road from R-1 to I-1 (scheduled for April 25, 2023) (District 4).

41-338 Call for public hearing proposing an amendment to Tax Increment Financing District One in the City of Mobile, authorizing the preparation of an amendment to the Tax Increment Financing District One Plan, authorizing the President of the City Council to perform certain actions required by Alabama law, and directing the publication of this resolution (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

20. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of: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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/10/2023 - 12:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/16/2023 - 10:28 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
K. Bohannon	Cover Memo	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/16/2023 - 10:13 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: Krystn Bohannon
PLEASE PRINT ALL INFORMATION

Home Phone Number: 205-567-8923 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 3220 Cottage Hill Road APT 2307, Mobile,AL 36606

Telephone No. 205-567-8923 E-mail address Krystnwalmsley@gmail.com

Location or address of event where amplification will be used:
Washington Square

Date of Event: March 25th 2023 Starting Time: 5pm Ending Time 9pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Wedding

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

2023 MAR 14 AM 8:12
CITY CLERK DEPARTMENT

251 ~~Chatham~~ St
Chatham

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Cross	Cover Memo	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/16/2023 - 10:21 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Quinton Cross
PLEASE PRINT ALL INFORMATION

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

Organization (if applicable) _____

Mailing Address of Applicant 201 N. Hamilton St.

Telephone No. 251-432-6528 E-mail address cbfh@comcast.net

Location or address of event where amplification will be used:
James Seale Park, Texas St.

Date of Event: 04/08/2023 Starting Time: 11AM Ending Time 3:30PM
(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 XXX 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

540 Texas St.

2023 MAR 10 AM 11:26

D2

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Padgett	Cover Memo	3/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	3/16/2023 - 10:26 AM

CITY CLERK DEPARTMENT
2023 MAR 14 AM 11:44

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: Shaminique Padgett
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-391-3506 Cell Number: 251-391-3506

Organization (if applicable) _____

Mailing Address of Applicant 2916 Pages Ln mobile, Al 36607

Telephone No. _____ E-mail address shaminique padgett3@gmail.com

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

Date of Event: April 9th Starting Time: 3:00 Ending Time 6:00

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

Type of Event: Easter Give Back to the Homeless

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

300 Conti St.

D.2

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Strikers	Cover Memo	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/16/2023 - 1:34 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Leonard Stewart
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-367-0380 Cell Number: 251-367-0380

Organization (if applicable) Strikers Club, Incorporated

Mailing Address of Applicant 201 Glenwood St. Mobile, AL 36606

Telephone No. 251-367-0380 E-mail address stewartleonard06@gmail.com

Location or address of event where amplification will be used:

Mardi Gras Park

Date of Event: September 3rd 2023 Starting Time: 4pm Ending Time 8pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Family and friends picnic - Celebrating 90th Anniversary

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

2023 MAR 16 PM 12:54
CITY CLERK DEPARTMENT

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
West	Cover Memo	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/16/2023 - 10:28 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: LETRISHA WEST
PLEASE PRINT ALL INFORMATION

Home Phone Number: 2514089680 Cell Number: 2513079520

Organization (if applicable) _____

Mailing Address of Applicant 601 BEL AIR BLVD STE 404 MOBILE AL 36606

Telephone No. 2513079520 E-mail address IMPACTNATIONMOBILE@GMAIL.COM

Location or address of event where amplification will be used:
PUBLIC SAFETY MEMORIAL PARK 2301 AIRPORT BLVD MOBILE AL 36606

Date of Event: 04/08/2023 Starting Time: 11AM Ending Time 2PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: COMMUNITY WIDE 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 DEPARTMENT
2023 MAR 16 AM 10: 13

D5

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/16/2023 - 2:50 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

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	3/16/2023 - 10:01 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

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	3/16/2023 - 10:04 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

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	3/16/2023 - 10:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Sponsored by:

Councilmember Renolds

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	3/16/2023 - 10:17 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

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	3/16/2023 - 10:21 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/16/2023 - 10:24 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: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
Foster	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/9/2023 - 11:24 AM

CITY CLERK DEPARTMENT
2023 MAR -6 AM 11:04

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: Natel Foster Date: 3/6/23

Address: 1141 Montlimar Dr Suite 2012 36609

Phone: 251.725.6917 Email info@aohealthcareer.org

Date to Address City Council: 3/21/23

Subject (must be completed): Information about her School and how it got started. A&O Healthcare Institute

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of: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
Green	Cover Memo	3/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	3/9/2023 - 11:26 AM

CITY CLERK'S DEPARTMENT
2023 MAR -6 AM 11:04

ADDRESSING THE CITY COUNCIL

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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: Valenia Green Date: 3/6/23

Address: 603 Delaware St 36603

Phone: 251·322·8540 Email valeniagreen@gmail.com

Date to Address City Council: 3/21/23

Subject (must be completed): Homeless Housing Issues

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of: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
Thomas Mitchell	Cover Memo	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/16/2023 - 10:37 AM

ADDRESSING THE CITY COUNCIL

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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: Thomas Mitchell Date: 3·14·23

Address: 109 S. Monterey St.

Phone: (251) 753-9739 Email:
(251) 709-6348

Date to Address City Council: 3·21·23

Subject (must complete): ① City business regarding the City's representatives.
② Abuse of power regarding Aniah's Law.
③ Voting rights.

Specific Questions:

Signature: by phone lg

AGENDA ITEM SUMMARY SHEET

Agenda of: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
McMillian	Cover Memo	3/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	3/16/2023 - 10:38 AM

CITY CLERK DEPARTMENT

2023 MAR 14 PM 3:54

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: Ryan McMillan Date: 3/14/23

Address: 109 S. Monterey St. 36604

Phone: 251-709-6348 Email Ivanisme@icloud.com

Date to Address City Council:

Subject (must be completed): Abuse of Power & Collaboration

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of: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
James	Cover Memo	3/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	3/16/2023 - 10:43 AM

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.

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

Your comments will be limited to three (3) minutes

Name: Pastor W. A. James Date: 3·15·23

Address: 1408 Dr. MLK, Jr. Ave.

Phone: (251) 680·2465 Email:

Date to Address City Council: 3·21·23

Subject (must complete): Pros and Cons of annexation.

Specific Questions:

Signature: by phone

AGENDA ITEM SUMMARY SHEET

Agenda of: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
Mass	Cover Memo	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/16/2023 - 10:47 AM

CITY CLERK DEPARTMENT
2023 MAR 16 AM 9:48

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: Sabrina Mass Date: 3/16/23

Address: 1050 Belvedere Cir W 36606

Phone: 251·656·4049 Email texas750@gmail.com

Date to Address City Council: 3/21/23

Subject (must be completed): Concerns about the Park's & Recs leagues. Coaches asking for Birth Certificates and Boards that you can't get any information on.

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of: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
Graham	Cover Memo	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/16/2023 - 10:49 AM

CITY CLERK DEPARTMENT

2023 MAR 16 AM 10: 13

ADDRESSING THE CITY COUNCIL

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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: Sherri Graham Date: 3/16/23

Address: 513 A Magnolia Rd 36606

Phone: 251.404.3924 Email: $1graham4969@gmail.com

Date to Address City Council: 3/21/23

Subject (must be completed): Mental Health in our Community
Encourage the Council to create positive strategies to combat mental health issues in the community. Thx.

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of: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
Toomer	Cover Memo	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/16/2023 - 1:36 PM

ADDRESSING THE CITY COUNCIL

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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: Rodney Toomer Date: 3-16-23

Address: 202 Navco Rd

Phone: (251) 509-4107 Email:

Date to Address City Council: 3-21-23

Subject (must complete): Annexation - how will it affect his district and what are the plans?

Specific Questions:

Signature: by phone

AGENDA ITEM SUMMARY SHEET

Agenda of: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
Hollis	Cover Memo	3/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	3/16/2023 - 2:04 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: Timothy Hollis Date: 3-16-23

Address: 1924 Seale St Mobile, AL 36617

Phone: 251-402-6427 Email thollis0701@bishop.edu

Date to Address City Council: 3-21-23

Subject (must be completed): Abuse of Power/Council Rules
Body Cameras
Annexation

Specific Questions:

Signature:

2023 MAR 16 PM 1:45
CITY CLERK DEPARTMENT

AGENDA ITEM SUMMARY SHEET

Agenda of: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
Hill	Cover Memo	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/16/2023 - 2:06 PM

ADDRESSING THE CITY COUNCIL

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Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Reggie Hill Date: 3-16-23

Address: 1007 Center St.

Phone: (251) 665-4748 Email:

Date to Address City Council: 3-21-23

Subject (must complete): ARP, Civic Center and Public Safety.

CITY CLERK'S OFFICE

Specific Questions:

MOBILE, AL

TH, MAR 16, PM2:01 RCVD

Signature: by phone

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to amend Chapter 44, Article IV, Mobile City Code Entitled "Historic Preservation"

Amount of Contract:
n/a

Effective Date of Contract:
3/21/2023

Funding Source

Project # Ordinance to Amend Chapter 44, Article IV, "Historic Preservation"

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Ordinance to Amend Chapter 44, Article IV, "Historic Preservation"	Ordinance	3/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	3/9/2023 - 1:55 PM
Legal	Monteiro, Cherlina	Approved	3/9/2023 - 1:57 PM

Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:06 PM

AN ORDINANCE TO AMEND CHAPTER 44, ARTICLE IV, MOBILE CITY CODE ENTITLED "HISTORIC PRESERVATION"

Sponsored by: William S. Stimpson, Mayor

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE that Article IV, Chapter 44, Mobile City Code is hereby amended as follows:

Sec. 44-70. FINDINGS AND PURPOSE.

(a) The City of Mobile ("City") has long counted its historical, cultural and aesthetic heritage among its most valued assets. Mobile was the first city in Alabama, and among the first in the nation, to create a Historic Development Commission ("Commission") and to adopt laws recognizing and protecting historic structures and historic neighborhoods.

(b) In 1989, the State enacted legislation authorizing all municipalities to adopt ordinances to establish historic development commissions and architectural review boards, and to promote educational, cultural, economic and general welfare of Alabama municipalities through preservation and protection of historic resources. (Alabama Code section 11-68-1 through 11-68-15). Pursuant to Ala. Code Sec. 11-68-14 (1975).

(c) Section 11-68-14 additionally authorized the City to grant the Commission and Architectural Review Board ("Board") additional powers set forth in Alabama Code Title 11 Chapter 68.

(d) The City Council of the City of Mobile hereby adopts a new Chapter 44 Article IV of the City Code to supersede and replace the current version.

NOW, THEREFORE, in consideration of these findings, the Council hereby adopts anew and *in toto* this Article IV, Chapter 44 of the Mobile City Code as follows.

Sec. 44-71. DEFINITIONS.

(a) "Board" or "ARB" – means the Architectural Review Board established pursuant to this Chapter.

(b) "Board Member" – means a person appointed to the Architectural Review Board pursuant to this Chapter.

(c) “Building Inspector” – means the City’s designated Building Inspector or his or her designee

(d) "Certificate of Appropriateness" – means a document evidencing approval by the Architectural Review Board to make a Material Change or repair in the appearance of a designated Historic Property or of a property located within a designated local Historic District. A Certificate of Appropriateness is also required for demolition of a structure within a Historic District.

(e) "Certificate of Economic Hardship" – means a document evidencing approval of an Owner's application for relief from the application of this Chapter as provided in Section 44-80.

(f) “Certified Local Government (“CLG”)” – means a local government certified by the National Park Service and the Alabama Historical Commission to participate in the federal Historic Preservation Program and eligible to receive federal technical assistance and funding for preservation activities. The City of Mobile is a Certified Local Government.

(g) "City" – means the City of Mobile, an Alabama municipal corporation.

(h) “City Council” – means the elected members of the City Council of Mobile, Alabama.

(i) "Commission" – means the Mobile Historic Development Commission as established pursuant to this Chapter.

(j) “Commissioner” or “Commission Member” – means a person appointed to the Commission pursuant to this Chapter.

(k) “Conflict of Interest” – means a conflict on the part of a Board Member or Commissioner between his or her private interest and the responsibilities imposed by this Chapter. A Conflict of Interest involves any action, inaction, or decision by a Commissioner or Board Member in the discharge of his or her duties which would materially affect his or her financial interest or those of his or her Family Members or any business with which the person is associated in a manner different from the manner it affects the other members of the class to which he or she belongs.

(l) “Contributing Property” – means a building, structure, site, or object recognized as adding to the historic significance of a district.

(m) "Exterior Architectural Features" – means the architectural style, general design and general arrangement of the exterior of a building or other structures, including but not limited to the kind or texture of the building material, and the type and style of all windows, doors, signs and other appurtenant architectural fixtures,

features, details or elements relative to the foregoing.

(n) "Exterior Environmental Features" – means all aspects of the landscape or the development of a site which affect the historical character of the property such as walks, drives, outbuildings and landscaping.

(o) "Family Members" – means the spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of a Commission or Board Member.

(p) "Guidelines" – means the design standards adopted pursuant to this chapter in compliance with, but not limited to, the Secretary of the Interior's Standards for Preservation, Rehabilitation, Restoration and Reconstruction.

(q) "Local Historic District" – means a geographically definable area designated by the City Council as a local Historic District, including all such districts existing as of the date of this chapter and any districts subsequently designated by the City Council as a local Historic District."

(r) "Historic Property" – means an individual building, structure, site, or object including the adjacent area necessary for the proper appreciation thereof listed in the "National Register of Historic Places," located in a local Historic District or designated by the City Council as a Historic Property.

(s) "Historic Site" – means a parcel of real property listed in the "National Register of Historic Places," located in a local Historic District or designated by the City Council as a Historic Property.

(t) "Material Change" – means a change in appearance that will affect either the Exterior Architectural or Environmental Features of a Historic Property or any building, structure, site, object, or landscape feature of a property within a local Historic District, or designated by the City Council as a Historic Property including, but not limited to:

(1) Reconstruction or alteration of the size, shape or elevation of a Historic Property, including, but not limited to, relocation or replacement of any doors or windows removal or alteration of any architectural features, details or elements, including selection of paint colors;

(2) Demolition or relocation of a Historic Property;

(3) Commencement of excavation for construction purposes;

(4) A change in the materials, size or location of advertising visible from the public right-of-way;

(5) The erection, alteration, restoration or removal of any building or other structure within a local Historic District, including walls, fences, steps, drives and pavements or other appurtenant features;

(6) Any exterior work that must be permitted by the City; or

(7) The painting of originally unpainted surfaces.

(u) "Mayor" – means the Mayor of the City of Mobile.

(v) "Non-Contributing Property" – means a building, structure, site, or object not recognized as adding to the historic significance of a district.

(w) "Owner" – means the holder of the fee simple title as revealed on the relevant property tax rolls and in probate court records, and any person (natural, legal or corporate) or groups of persons, companies, associations, corporations, or partnerships who, alone or jointly or severally with others:

(1) shall have legal title to any property, with or without an accompanying right of possession; or

(2) shall have charge, care or control of any property as owner, executor, executrix, administrator, trustee, guardian of the estate owner, mortgagee or vendee in possession, or assignee of rents, lessee, or other person, firm or corporation in control of a property.

(x) "Staff" – means City of Mobile employees designated by the Mayor who provide technical assistance and support to the Commission and Board in the carrying out of their duties and responsibilities as set out in this Chapter.

(y) "Substantial Economic Hardship" – means a hardship so great that:

(1) the owner will effectively be deprived of all reasonable and beneficial use of or return from the property; and

(2) the owner would be unfairly penalized given that the owner did not create the conditions at issue.

SEC. 44-72. HISTORIC PRESERVATION COMMISSION CREATED.

(a) Creation of the Commission. Pursuant to Ala. Codes 11-68-1, *et seq*. (1975) there is hereby created a Commission that shall be named the Mobile Historic Development Commission. The Commission shall constitute a non-profit governmental agency whose funds shall be used exclusively for public purposes as provided.

(b) Tax-exempt status. The Commission shall have tax-exempt status. The properties of the Commission and the income therefrom, together with all leases, agreements, and contracts made by it shall be forever exempt from any and all taxation by the State and any political subdivision thereof, including, but not limited to, sales and use tax, gross receipts tax, income, admission, amusement, excise, and ad valorem taxes.

(c) Commission Membership. The Commission shall consist of nine (9) members. Commissioners shall be bona fide residents of the City of Mobile and shall have demonstrated training or experience in the fields of history, architecture, architectural history, urban planning, archaeology, or law, or who shall be residents of a local Historic District. A minimum of five (5) members shall reside or work in a Local Historic District. No elected official shall serve on the Commission. Members of the Commission shall be nominated by the Mayor and appointed by the City Council. Nomination and appointment of members of the Commission shall be made so as to ensure that the Commission will be composed of persons with as much of the training and experience identified in this section as is possible.

(d) Terms. Members of the Commission shall serve three- (3) year, overlapping terms, with two (2) Members to be initially appointed for a one (1) year term, two (2) Members to be initially appointed for a two (2) year term and the remaining initial Members to be appointed for a three (3) year term; thereafter, as terms expire for such initial Members, subsequent Members shall be appointed for full three (3) year terms. All appointments shall be made per Section 44-72 (c). Terms shall begin on January 1 of the appointment year and end on December 31 of the termination year. Members of the Commission may be reappointed to the Commission.

(1) If a Member is absent, without excuse, from three (3) regular meetings of the Commission in the calendar year, the Mayor and City Council shall be notified so that a qualified replacement may be appointed as per Section 44-72(c).

(2) Any vacancy occurring on the Commission other than by expiration of term shall be filled for the unexpired term of such member as provided in Section 44-72(c).

(3) Members of the Commission may be removed for cause by the City Council.

(e) Compensation. Members shall serve without compensation, but may be reimbursed for expenses incurred on behalf of the Commission in accordance with the rules and regulations for the reimbursement of expenses adopted by the Commission.

(f) Conflict of Interest. No Member shall vote, present, discuss or participate in any matter in which the Member has a Conflict of Interest or in which the Member or any Family Member has any financial gain or interest.

(g) Officers. Members of the Commission shall elect a President and a Vice President

and such other officers as the Commissioners deem necessary.

Sec. 44-73. RULES, POWERS AND DUTIES OF THE COMMISSION.

(a) Rules. The Commission shall adopt, and may amend from time to time, such policies and bylaws as it deems necessary and proper to govern its operations and to fulfill its duties and responsibilities under this Chapter. The Commission's bylaws shall constitute a public record and shall be furnished to the City Clerk. At a minimum, the bylaws shall:

(1) Specify the number of members needed for a quorum, but in no event less than fifty percent (50%);

(2) Provide that its meetings be public and occur at least quarterly;

(3) Provide for written notice of its meetings (by electronic transmission or US Mail) and furnish a copy of its meeting schedule to the City Clerk, Mayor, and Commission Members and post such notices on the City's web page;

(4) Require that a public record be kept of the Commission's minutes, resolutions, proceedings and actions;

(5) Require Commissioners to attend at least one informational or educational meeting per year pertaining to historic preservation. Such meetings may include those sponsored by the Alabama Historical Commission, the National Trust for Historic Preservation, National Alliance of Preservation Commissions Meeting, the MHDC Preservation Leadership Class or other equivalent preservation organization. Commissioners shall also attend an orientation session offered by the staff within three months of their appointment.

(b) Powers and Duties of the Commission. The Commission shall be authorized to:

(1) Preserve and protect buildings, structures and sites of historic and architectural value in the local Historic Districts designated pursuant to this chapter;

(2) Prepare a survey of all property within the city limits of the City of Mobile;

(3) Recommend to the City Council buildings, structures, sites, and districts for designation as historic properties or local districts.

(4) Restore and preserve any historic properties acquired by the City or the Commission;

(5) Promote acquisition of façade and conservation easements by the City or by the Commission;

(6) Develop and conduct educational programs on historic projects and districts designated pursuant to this chapter and on historic preservation subjects;

(7) Make such investigations and studies of matters relating to historic preservation as the City deems necessary and appropriate for the purposes of this chapter;

(8) Apply for funds to carry out the purposes and responsibilities of the commission from municipal, county, state, federal, and private agencies and sources;

(9) Purchase, sell, contract to purchase, contract to sell, own, encumber, lease, mortgage and insure real and personal property in carrying out the purposes and responsibilities of the Commission; provided, however, the Commission shall not obligate City funds without prior consent of the City;

(10) Investigate, survey and process nominations of properties to the National Register of Historic Places;

(11) Investigate, survey and process applications for certification of Historic Properties for tax credits for preservation expenditures;

(12) Contract with other municipal, county, state, federal, and private agencies and organizations to perform historic preservation related functions;

(13) Exercise such further powers as the Commission may deem reasonably necessary and proper to carry out the purposes, responsibilities and powers of the Commission.

Sec. 44-74. RECOMMENDATION AND DESIGNATION OF HISTORIC DISTRICTS AND PROPERTIES

(a) Criteria for Determining a local Historic District. A local Historic District is a geographically definable area identified in an ordinance adopted by the City Council, which contains buildings, structures, sites, objects, landscape features and works of art or a combination thereof which:
(1) Represents one or more periods, styles or types of architecture typical of one or more eras in the history of the city, county, state, region or nation;

(2) Represents a significant aspect of the cultural, political, economic, military or social history of the locality, region, state or nation;

(3) Has had a significant relationship with the life of a historic person or event, representing a major aspect of the history of the locality, region, state or nation;

(4) Is a part of the historic, architectural, archaeological or aesthetic heritage of the

locality, region, state or nation; or

(5) Contains vernacular structures which contribute to an overall character and sense of place which is representative of the city.

(b) Classification of Properties in Historic Districts. Individual properties within Historic Districts shall be classified as either:
(1) Contributing to the historic character of the district; or

(2) Not Contributing to the historic character of the district.

(c) Criteria for Determining a Designated Historic Property. A Historic Property is a building, structure, site, object, or work of art, including the adjacent area necessary for the proper appreciation or use thereof, deemed worthy of preservation by reason of value to the City for one of the following reasons:
(1) It is an outstanding example of a structure representative of its era;

(2) It is one of the few remaining examples of a past architectural style;

(3) It is a place or structure associated with an event or persons of historic or cultural significance to the city, state, or region;

(4) It is a site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of the city, county, state or region; or

(5) The building or structure is an example of an architectural style, or combination of architectural styles, which is representative of the city or which is unique to the City.

A historic property listed in the National Register but outside a Local Historic District identified in an ordinance adopted by the City Council is not considered a "historic property" for purposes of the City Code, including, but not limited to, its zoning ordinance.

(d) Recommendation. The Commission shall compile and collect information and conduct surveys of historical resources within the City and County of Mobile; and recommend to the City Council, or other designating authority, property the Commission deems suitable for designation as a local Historic District or as an individually designated Historic Property. The recommendation shall be made in accordance with the rules and regulations of the Alabama Historical Commission.

(e) Form of Recommendation. The Commission's recommendation to the City Council shall be in the form of a resolution and accompanied by a report consisting of:
(1) A physical description;

(2) A statement of the historical, cultural, architectural and/or aesthetic significance;

(3) A map showing district boundaries and classification of individual properties therein (contributing, non-contributing) or showing boundaries of individually designated Historic Properties;

(4) A statement justifying the district or individual property boundaries;

(5) Representative photographs; and

(6) A proposed ordinance that:
(i) Lists each property in a proposed Historic District;
(ii) Requires a Certificate of Appropriateness prior to any Material Change in appearance of a property in a local Historic District; and
(iii) requires the district be shown on the City's official zoning map.

(f) Required Public Hearings. The Commission shall hold a public hearing to allow for public comments on any proposed ordinance for the designation of any local Historic District or Historic Property. Notice of the hearing shall be published on the City's web page which must be done at least fifteen days before the hearing, and written notice of the hearing shall be mailed by the Commission to all owners of properties proposed for designation. All such notices shall be published or mailed not less than ten (10) nor more than twenty (20) days prior to the date set for the public hearing. A notice sent via regular U.S. Mail to the last known owner of the property shown on the Mobile Revenue Commissioner's tax rolls shall constitute legal notice under this Chapter.

(g) Recommendations on Proposed Designations: A recommendation to affirm, modify or withdraw the proposed ordinance for designation shall be made by the Commission within forty-five (45) days following the Public Hearing and shall be in the form of a resolution to the City Council.

(h) City Council Action on Commission Recommendation. Following receipt of the Commission's recommendation, the City Council may adopt the ordinance as proposed, may adopt the ordinance with any amendments it deems necessary, or reject the ordinance.

(i) Notification of Adoption of Ordinance for Designation. Within thirty (30) days following the adoption of the ordinance for a designation by the City Council, the owners and occupants of each designated Historic Property and the owners of each structure, site or work of art located within a designated Historic District, shall be given written notification of such designation, which notice shall apprise said owners and occupants of the necessity of obtaining a Certificate of Appropriateness from the Architectural Review Board prior to undertaking any Material Change in appearance of the Historic Property designated or within the local Historic District designated. A notice sent via the United States Mail to the last known owner of the property shown

on the Mobile County Revenue Commissioner's tax rolls shall constitute legal notification under this Chapter.

(j) Notification of Other Agencies Regarding Designation. The Commission shall notify all municipal agencies within the City in writing of the ordinance for designation.

(k) Seller Disclosure of Historic Designation. The fact that a property is located within a local Historic District and subject to the restrictions of this Chapter shall be disclosed by the seller upon sale of the property.

Sec. 44-75. ARCHITECTURAL REVIEW BOARD CREATED.

(a) Creation of the Board. Pursuant to Ala. Code Sec. 11-68-13 (a) (1975) , there is hereby created an Architectural Review Board to perform the duties and responsibilities set forth in Ala. Code Sections 11-68-9 through 11-68-12 (1975), as those sections may be amended from time to time, and to have the power and perform the duties as provided in Section 44-76 of this Chapter.

(b) Composition. The Board shall be comprised of nine (9) Board Members who shall have demonstrated training or experience in the fields of history, architecture, architectural history, urban planning, archaeology or law. Board Members need not be residents of the City. No member of the City Council or the Mayor shall serve on the Board.

(c) Appointment. Board Members shall be nominated by the Mayor from persons qualified per Mobile City Code Sec. 44-75 (b) and appointed by the City Council.

(d) Terms. Members of the Board shall serve three- (3) year, overlapping terms, with two (2) Board Members to be initially appointed for a one (1) year term, and the remaining initial Board Members to be appointed for a three (3) year term; thereafter, as terms expire for such initial Members, subsequent Board Members shall be appointed for full three (3) year terms. All appointments shall be made per Section 44-75 (c). Terms shall begin on January 1 of the appointment year and end on December 31 of the termination year. Members may be reappointed thereafter to the Commission in accordance with Section 44-75(c).

(e) Compensation. Board Members shall serve without compensation, but may be reimbursed for expenses incurred on behalf of the Board and in accordance with the rules and regulations for the reimbursement of expenses adopted by the Board.

(f) Removal and Vacancy. Board Members may be removed for cause by the City Council. Vacancies on the Board for any reason shall be filled in the same manner as their appointment as provided in subsection (c) of this section. Such appointments shall be for the unexpired term of the Board Member replaced.

(g) Conflict of Interest. No Board Member shall vote, present, discuss or participate in any matter in which the Member has a Conflict of Interest or in which the Member or any Family Member has any financial gain or interest.

Sec. 44-76. RULES, POWERS AND DUTIES OF THE ARCHITECTURAL REVIEW BOARD

(a) Rules and Bylaws. The Board shall adopt and may amend from time to time such rules of procedure and bylaws as it deems necessary and proper to govern its operations and to fulfill its duties and responsibilities under this Chapter. The rules and bylaws shall constitute a public record and copies shall be furnished to the City Clerk. The rules and bylaws shall, at a minimum:

(1) Provide that Board meetings shall be publicly announced, open to the public, and shall be held at designated times and places as set forth in the Board's rules and regulations;

(2) Provide for notice of its meetings to the applicants, Board Members, and the City Clerk;

(3) Provide that minutes of all decisions and actions of the Board, including the reasons for making these decisions, be kept on file and available for public inspection;

(4) Require the annual election of a chairman and vice chairman and such other officers as the Board deems necessary; and

(5) Specify the number of Board Members needed for a quorum.

(6) Provide for design assistance through a Design Review Committee.

(b) Powers and Duties of the Board and Staff. The Board, supported by Staff, is hereby authorized to:

(1) Apply general design standards adopted by the Commission in considering the granting and denial of Certificates of Appropriateness;

(2) Adopt rules and regulations governing the procedure for submission and consideration of applications for Certificates of Appropriateness and Certificates of Economic Hardship;

(3) Review applications for Certificates of Appropriateness and Certificates of Economic Hardship and grant, conditionally grant, assign to a design review committee, hold over for further action, or deny same in accordance with the

provisions of this Chapter and the guidelines;

(4) Prescribe a reasonable fee to help defray the costs of processing the application;

(5) Seek technical advice from outside its membership on any application;

(6) Subject to funding, attend at least two (2) informational or educational meetings per year pertaining to historic preservation. Such meetings may include those sponsored by the Alabama Historical Commission, the National Trust for Historic Preservation, the National Alliance of Preservation Commissions, the Alabama Trust for Historic Preservation, the Commission's Preservation Leadership Class or other training approved by the Commission. One of the two meetings should be regional or statewide.

(7) Receive, review and assess each application for a Certificate of Appropriateness to determine if the application qualifies for Expedited Review by City staff. Should the application be found to so qualify, designated City staff shall conduct the Expedited Review to determine whether the application adheres to the design guidelines and does not impair the architectural integrity of the building, the property, or the surrounding neighborhood. If an application does not qualify for Expedited Review, Staff shall prepare an analysis of the application and present it to the applicant and to the Board, including any recommendations, for full review;

(8) Successful applicants shall be awarded a Certificate of Appropriateness.

(9) The records of the Board and all Expedited Reviews shall be retained in such a manner that decisions are secure and readily available to the public and cataloged for easy reference.

Sec. 44-77. CERTIFICATES OF APPROPRIATENESS.

(a) Certificate of Appropriateness Required. After the designation by ordinance of any local Historic District, no exterior Material Change shall be made on any property or site, any portion of which is contained within a local Historic District, nor shall any building or structure in a local Historic District be erected or demolished, and no Material Change of such property or structure, site, object or work of art within such Historic District, shall be made or be permitted to be made by the owner or occupant thereof, unless or until the application for a Certificate of Appropriateness has been submitted to and approved by the Board, except that no Certificate of Appropriateness shall be required by the City for the demolition of all or part of a structure, building or other property deemed to be a public nuisance and ordered to be demolished by the City.

(b) Signs on Historic Properties or within Historic Districts. Signs shall be considered as structures, and no sign in a local Historic District or along Government Street from Water Street to Dauphin Island Parkway shall be demolished, changed or

erected unless and until the Board approves a Certificate of Appropriateness in accordance with design guidelines adopted by the Commission.

(c) Alterations or Demolitions of Public Property within Local Historic Districts or Public Property which has been designated as a Historic Property. The requirement of a Certificate of Appropriateness shall be requested for public property which has been designated a Historic Property or which is contained in a local Historic District, excepting those addressed in Section 11-68-15 of the Alabama Code, and shall apply to actions by public authorities which involve Historic Properties and properties within local Historic Districts; notwithstanding the foregoing, those properties that have been ordered demolished by order of the City Council pursuant to the Unsafe Building Act shall be exempt from a Certificate of Appropriateness.

(d) Demolition by Neglect. Demolition by neglect and the failure to maintain a Historic Property or a structure within a local Historic District shall constitute a Material Change for which a Certificate of Appropriateness is required.

(e) Paint Colors. The Board shall review paint color and placement. The painting of originally unpainted surfaces shall require a Certificate of Appropriateness.

(f) Interior Alterations. In reviewing applications for Certificates of Appropriateness, the Board shall not consider interior room arrangement or use having no effect on Exterior Architectural Features; however, the Board may require a floor plan to aid in understanding the exterior design scheme.

(g) Prior to Receiving Building Permit. A Certificate of Appropriateness must be obtained prior to an Applicant receiving a building permit from the City of Mobile for any work to the outside of any property located within a local Historic District.

(h) Enforcement of Inspections. For adherence to the requirements of this Chapter, the reporting of conditions and the enforcement of punitive actions when necessary shall be administered by the Staff who will receive the administrative support of the City of Mobile. Included within its enforcement authority, the City shall have all rights and remedies specified by law.

Sec. 44-78. PROCEDURE FOR GRANTING OR DENYING APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS.

(a) Applications. An application for a Certificate of Appropriateness shall be accompanied by such drawings, photographs, plans or other documentation as may be required by the Board. Applications involving demolition or relocation shall also conform to the requirements in Sec. 44-79 (a-c).

(b) Expedited Review. Staff shall assess applications and execute Expedited Review

on items approved by the Commission and found to meet the design guidelines. Expedited review shall be approved for the following minor projects: routine maintenance and minor alterations; including awnings; in-kind repairs; fencing; painting; repair and resurfacing of existing driveways and sidewalks; and accessory structures utilizing stock designs previously approved by the Board; and for those other instances that may be allowed by resolution. Routine maintenance shall include ordinary maintenance or repair of any exterior architectural or environmental feature to correct deterioration, decay or damage, or to sustain the existing form, while not impairing the historic integrity of the building, the property, or the neighborhood.

(c) Hearings on Applications. Except for matters considered under procedures for Expedited Review, applications for Certificates of Appropriateness shall be considered by the Board at public meetings, held at least once a month, provided there is business before the Board, at a time and place set out in the rules of the Board. All applicants, owners of the property in the local Historic District, and other interested parties shall be afforded a reasonable opportunity to be heard on the application.

(d) Notice of Hearing. At least seven (7) days prior to the hearing, the Board shall notify the applicant of the time and place of the hearing and shall provide the applicant with a copy of any staff reports pertaining to the application. A notice shall be posted on the property indicating that an application is pending. The Board or Staff may take such further action as may reasonably be required to inform the owners of any property likely to be affected by the application.

(e) Deadline for Approval or Rejection of Application. Failure of the Board to act within forty-five (45) days of submission shall constitute approval, and no other evidence of approval shall be needed. Upon request, the Board shall notify the building official that a permit may be issued for the work specified in the application. An applicant requesting a delay or a Board-adopted motion to holdover an application shall relieve the Board of the 45-day deadline. An application may be amended at the meeting to remedy any problems with the consent of the applicant and the Board.

(f) Basis for Decision. In considering an application the Board shall consider two criteria:
(1) Does the request impair the historic integrity of the building;

(2) Does the request impair the historic integrity of the neighborhood.
If the answer to both questions is negative, the Board shall grant a Certificate of Appropriateness. If the answer to either or both questions is affirmative, the Board shall deny the application, approve the application with conditions, assign the application to a design review committee, or hold over the request for further information or action.

(g) Notice of Decision. Notice of the Board's decision shall be sent to the applicant and all other persons who have requested such notice in writing filed with the Board.

(h) Necessary Actions to be taken by the Board upon Rejection of Application for Certificate of Appropriateness.

(1) In the event the Board rejects an application, it shall state its reasons for doing so and shall transmit a record of such actions and reasons, in writing, to the applicant. The Board may suggest alternative courses of action it thinks proper if it disapproves of the application submitted. Resubmission of the same application is not allowed for a period of six months following the meeting at which the request was denied. However, the applicant may make modifications to the plans and resubmit the application at any time provided the modifications are significant in addressing the concerns of the Board.

(2) The rejection of the application for a Certificate of Appropriateness by the Board shall be binding upon the building official or other administrative officer charged with issuing building permits and, in such cases, no permits shall be issued.

(i) Certificate of Appropriateness Void if Construction not Commenced. A Certificate of Appropriateness shall become void unless construction is commenced within one (1) year from the date of issuance. Certificates of Appropriateness are renewable by Staff for one (1) additional year.

(j) Requirements of Conformance with Certificate of Appropriateness. All work performed pursuant to a Certificate of Appropriateness shall strictly comply with all conditions of such certificate. In the event work is performed not in accordance with such Certificate, the City shall issue a cease-and-desist order and all work shall cease.

Sec. 44-79. STANDARD OF REVIEW.

(a) Required Findings for Approval. The Board shall not approve any application or issue a Certificate of Appropriateness unless it finds that the proposed change, erection or demolition conforms to the design guidelines; is compatible with the character of the Historic Property or local Historic District; and does not detract from the value of the Historic Property or local Historic District. In making this determination, the Board shall consider, in addition to any other pertinent factors, the historical and architectural features involved and the proposed change thereto, and the relationship thereof, to the exterior architectural style, and pertinent features of other structures in the immediate neighborhood.

(b) New Structures in a Local Historic District. In the case of a proposed new building, the Board shall not approve any application or issue a Certificate of Appropriateness unless it finds that such building will not, in itself or by reason of its location on the site, materially impair the architectural or historical value of the buildings on adjacent sites or in the immediate vicinity and that such building will not be injurious to the general visual character of the local Historic District in which it is to be located.

Sec. 44-80. DEMOLITION/RELOCATION.

(a) Required Findings. The Board shall not grant Certificates of Appropriateness ./ for the demolition or relocation of any Historic Property or property within a local Historic District unless the Board finds that the removal or relocation of such building will not be detrimental to the historic or architectural character of the District. In making this determination, the Board shall consider:
(1) The historical or architectural significance of the structure;

(2) The importance of the structure to the integrity of the local Historic District, the immediate vicinity or area, or relationship to other structures;

(3) The difficulty or the impossibility of reproducing the structure because of its design, texture, material, detail or unique location;

(4) Whether the structure is one of the last remaining examples of its kind in the neighborhood, the county, or the region, or is a good example of its type, or is part of an ensemble of historic buildings creating a neighborhood; and

(5) Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and what effect such plans will have on the architectural, cultural, historical, archaeological, social, aesthetic, or environmental character of the surrounding area.

(b) Content of Applications. All applications to demolish or remove a Historic Property or a structure in a local Historic District shall contain the following minimum information:
(1) The date the owner acquired the property, purchase price, and condition on date of acquisition;

(2) The number and types of adaptive uses of the property considered by the owner;

(3) Whether the property has been listed for sale, prices asked and offers received, if any;

(4) Description of the options currently held for the purchase of such property, including the price received for such option, the conditions placed upon such option and the date of expiration of such option;

(5) Replacement construction plans for the property in question, amounts expended upon such plans, and the dates of such expenditures;

(6) Financial proof of the ability to complete the replacement project, which may include but not be limited to a performance bond, a letter of credit, a trust for

completion of improvements, or a letter of commitment from a financial institution; and
(7) Such other information as may reasonably be required by the Board. With respect to applications for relocation of a building, the required information shall clearly define the anticipated impact on both the present site and the future site.

(c) Post Demolition or Relocation Plans Required. In no event shall the Board entertain any application for the demolition or relocation of any Historic Property or property in a local Historic District, unless the applicant also presents at the same time the post-demolition or post-relocation plans for the site.

Sec. 44-81. CERTIFICATE OF ECONOMIC HARDSHIP.

(a) Substantial Economic Hardship. If the Board denies an application for a Certificate of Appropriateness, a property owner may apply for a Certificate of Economic Hardship. The purpose of the Certificate of Economic Hardship is to provide relief where the application of this chapter would otherwise impose a Substantial Economic Hardship.

(b) Burden of Proof. The burden of proof rests on the applicant to show that the denial of the Certificate of Appropriateness will result in a Substantial Economic Hardship.

(c) Applications. The applicant shall provide such information as may reasonably be required by the Board to establish the owner's claim of Substantial Economic Hardship. The data provided by the applicant must be substantiated by either professionals in an applicable field or by thorough documentation of how the information was obtained. The Board may request additional information from the applicant, as necessary, to make informed decisions. Certificates of Economic Hardship are granted only to the applicant and are not transferable.

(d) Standards for Consideration. In making its determination, the Board may consider, but is not limited to, the following factors, evidence, and testimony:
(1) The date the property was acquired and status of the property under this Chapter at the time of acquisition, e.g., whether the property was protected by this Chapter or earlier versions of this chapter, its condition, etc.;

(2) The structural soundness of the building, or any structures on the property and their suitability for rehabilitation;

(3) The current level of economic return on the property;

(4) The economic feasibility of rehabilitation or reuse of the existing property or structures;

(5) The marketability of the property for sale or lease, considered in relation to any listing of the property for sale or lease, and the price asked and offers received, if any, within the previous two (2) years. Evidence of this factor shall include testimony and relevant documents regarding:
(i) Any real estate broker or firm engaged to sell or lease the property;
(ii) Reasonableness of the price or rent sought by the applicant; and,
(iii) Any advertisements placed for the sale or lease of the property by the owner or applicant;

(6) Comments and/or reports from any community organizations, preservation groups, other associations and private citizens that wish to comment on a submission made under the economic hardship provision; and

(7) The extent to which the owner is responsible for his or her own economic hardship, if any, such as the owner's:
(i) Failure to perform normal maintenance and repairs;
(ii) Failure to diligently solicit and retain tenants;
(iii) Failure to prescribe a rental amount which is reasonable;
(iv) Failure to provide normal tenant improvements; and,
(v) Purchase of the subject property without making said purchase contingent upon first obtaining the approvals required by this Chapter or earlier versions of this chapter.

(e) Hearing. The Board shall hold a public hearing as soon as practicable but not longer than forty-five (45) days after receipt of a completed application for a Certificate of Economic Hardship. Notice shall be provided in the same manner the Board uses for hearings on Certificates of Appropriateness. At the hearing, the Board shall take testimony presented by the owner and any other interested parties on the standards set forth above. The Board shall issue its decision within forty-five (45) days of the hearing. If the Board fails to timely hold a public hearing or, having conducted a hearing, fails to render a decision within forty-five (45) days, the application for a Certificate of Economic Hardship shall be deemed granted.

(f) Denial. If the Board denies the application for a Certificate of Economic Hardship, the applicant shall be notified in writing and shall be provided a copy of the Board's final determination and a Certificate of Appropriateness shall not be issued.

(g) Initial Determination. If the Board makes an initial determination that the applicant has presented a case which may establish substantial economic hardship, but finds that reasonable alternatives may exist which should be pursued by the applicant, the Board may delay its final determination for a period of no more than six (6) months. The applicant shall be notified of the initial determination and shall be provided a copy of the Board's findings and reasons for the postponement.

(h) Postponement. Within any period of postponement specified in subsection (g), the Board, in cooperation with the City, the Commission, and the owner, may explore

alternatives that will assure reasonable use of the property including, but not limited to, loans or grants from public or private sources, acquisition by purchase or eminent domain, building and safety code modifications to reduce the cost of maintenance, restoration, rehabilitation or renovation or changes in applicable zoning regulations sufficient to allow reasonable use of the property.

(i) Issuance of Certificate. Upon the expiration of the period of postponement, the Board shall issue the Certificate of Economic Hardship. The Certificate may be subject to conditions including adherence to the design guidelines for subsequent construction. The Certificate of Economic Hardship shall be valid for a period of one hundred twenty (120) days from approval by the Board.

Sec. 44-82. APPEALS.

(a) Notice of Appeal. Within fifteen (15) days after a final decision of the Board, any person having a request for a Certificate of Appropriateness denied by the Board may appeal the decision to the Circuit Court of Mobile County.

(b) Record of Proceedings. Upon receiving notice of appeal, the Board shall transmit to the Clerk of the Court a certified record of the proceedings in the case.

(c) Standard of Review. The appeal shall be determined solely on the question of whether the Board, in rendering its decision, acted beyond the limits of its powers or abused its discretion.

Sec. 44-83. MAINTENANCE OF HISTORIC PROPERTIES AND PROPERTIES IN HISTORIC DISTRICTS.

(a) Failure to Provide Ordinary Maintenance or Repair. Owners of Historic Properties and/or properties within local Historic Districts shall not allow their buildings to deteriorate by failing to provide ordinary maintenance or repair. It shall be a violation of this Chapter for an Owner to fail to maintain any structure or to prevent the deterioration of any exterior appurtenance or architectural features. At a minimum, Owners shall keep such structure or property, including all accessory structures, adequately maintained and repaired in accordance with the following:

(1) Foundation. The building foundation shall be maintained in a safe manner and capable of supporting the load which normal use may cause to be placed thereon;

(2) Exterior Walls. Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions that might admit vermin, rain or dampness to the interior portions of the walls or to the occupied spaces of the building. All siding material shall be kept in repair;

(3) Roofs. Roofs shall be structurally sound and maintained in a safe condition and have no defects that might admit vermin, rain or cause dampness in the walls or interior portion of the building;

(4) Stairs, Porches and Appurtenances. Every outside stair, porch and any appurtenance thereto shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon and shall be kept in sound condition and good repair;

(5) Windows and Doors. Every window, exterior door and basement or cellar door and hatchway shall be substantially weather-tight, watertight, rodent proof and in good repair. Only material consistent with the design and architectural integrity of the building shall be used to enclose windows or doorways. Every uncovered window shall be fully supplied with glass window panes or an approved substitute, which are without open cracks or holes. Window panes shall not be painted;

(6) Hardware. Every exterior door shall be provided with proper hardware and be maintained in good condition;

(7) Door Frames. Every exterior door shall fit reasonably well within its frame so as to substantially exclude rain and wind from entering the building; and

(8) Protective Treatment. All exterior wood surfaces, other than decay resistant woods, shall be substantially protected from the elements and decay by painting or other protective covering or treatment. All siding shall be weather resistant and watertight. All masonry joints shall be sufficiently tuck-pointed to insure water and air tightness.

(b) Vacant Buildings. In the case of unoccupied buildings, a mothballing plan approved by the Board may be used in lieu of the standards contained in this section.

(c) Time for Compliance. The Building Inspector shall allow owners a reasonable period of time, but not more than two (2) years, to bring their properties into compliance with the standards prescribed herein. In the event repairs are not timely completed, or there is no attempt to correct the problems, the Inspector may issue a citation for violation of a municipal ordinance or file a criminal Complaint with a Magistrate or a civil Complaint with the Clerk of the Circuit Court.

(d) Affirmation of Existing Building and Zoning Codes. Nothing in this Chapter shall be construed as to exempt property owners of occupied buildings from complying with existing City building and zoning codes, nor to prevent any property owner from making any use of his or her property not prohibited by other statutes, ordinances or regulations. Nothing herein shall limit, modify, supersede or restrict any other existing law or regulation governing buildings, the issuance of building permits, the inspection of buildings or any other law or regulation.

Sec. 44-84. PENALTY PROVISIONS.

(a) Criminal Penalties. It shall be unlawful for an owner of a Historic Property or any property, any portion of which is contained within a local Historic District, to:
(1) Make or permit to be made any Material Change without first obtaining a Certificate of Appropriateness as required by this Chapter; or
(2) violate any other provision of this Chapter.

(b) Fines. All violations shall be punished by a fine of $100, plus costs and fees of court. Any person convicted of a second violation of this Chapter within a five-year period shall be punished by a fine of $500 plus costs and fees of court. Every day any violation of this Chapter shall continue shall constitute a separate offense.

(c) Other Remedies. The Commission and/or the City may institute any appropriate action or proceeding in a court of competent jurisdiction to prevent any Material Change to any property, any portion of which is contained in a local Historic District; or to prevent any illegal act or conduct with respect to such Historic Property or local Historic District, and to recover any damages that may have been caused by the violation of this Chapter.

Sec. 44-85. SEVERABILITY.

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

Sec. 44-86. REPEALER.

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

Sec. 44-87. EFFECTIVE DATE.

This Ordinance shall become effective on publication, and its provisions shall apply to any application that is pending at the time of its adoption.

ADOPTED:

_____

City Clerk

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mhdc ordinance 3_2_23(8454563.4).doc

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

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	2/15/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/15/2023 - 3:21 PM

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:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD AND THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN SOUTH 89°56'58" WEST ALONG THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD, A DISTANCE OF 150.18 FEET TO A POINT; THENCE RUN SOUTH 0°07'59" EAST 120.00 FEET TO A POINT; THENCE RUN NORTH 89°53'24" EAST 60.00 FEET TO A POINT; THENCE RUN SOUTH 0°02'45" EAST 120.00 FEET TO A POINT ON THE NORTH RIGHT-OF WAY OF NEW ST. FRANCIS STREET; THENCE RUN NORTH 88°57'40" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 89.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN NORTH 0°11'52" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 238.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.7 +/- ACRES.

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

process; 2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and 3) full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Bethel Engineering (Vincent LaCoste, Agent)
1101 and 1107 Old Shell Road
Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street
Council District 2
William Carroll

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1101 and 1107 Old Shell Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted February 14, 2023, a public hearing will be held on the 14th day of March, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1101 and 1107 Old Shell Road (southwest corner of Old Shell Road and North Hallett Street, extending to the northwest corner of North Hallett Street and New Saint Francis Street) from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE SOUTH 89 DEGREES, 30 MINUTES WEST ALONG THE SOUTH LINE OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER A DISTANCE OF 270 FEET TO A POINT; THENCE NORTH 0 DEGREES, 47 MINUTES WEST, A DISTANCE OF 676.95 FEEL TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF KOOIMAN ROAD EXTENSION (AN 80 FOOT RIGHT OF WAY); THENCE SOUTH 83 DEGREES, 30 MINUTES EAST AND ALONG SAID RIGHT OF WAY A DISTANCE OF 270.8 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE SOUTH 0 DEGREES, 47 MINUTES EAST ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER A DISTANCE OF 644.5 FEET TO POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER, SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-5, Office-Distribution 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) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication. AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

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

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD AND THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN SOUTH 89°56'58" WEST ALONG THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD, A DISTANCE OF 150.18 FEET TO A POINT; THENCE RUN SOUTH 0°07'59" EAST 120.00 FEET TO A POINT; THENCE RUN NORTH 89°53'24" EAST 60.00 FEET TO A POINT; THENCE RUN SOUTH 0°02'45" EAST 120.00 FEET TO A POINT ON THE NORTH RIGHT-OF WAY OF NEW ST. FRANCIS STREET; THENCE RUN NORTH 88°57'40" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 89.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN NORTH 0°11'52" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 238.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.7 +/- ACRES.

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

compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; 2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and 3) full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE 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 14th 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 22nd day of March, 2023 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **1101 and 1107 Old Shell Road** (Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; 2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and 3) 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.

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

February 6, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of January 19, 2023 considered the request of **Bethel Engineering (Vincent LaCoste, Agent)** for a change in zoning from **R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District** for the property located at **1101 and 1107 Old Shell Road** (Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; 2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and 3) 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

January 23, 2023

Vince LaCoste
Bethel Engineering
3233 Executive Park Circle
Mobile, Alabama 36606

Re: **1101 and 1107 Old Shell Road**
(Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).
Council District 2
ZON-002340-2022 (Rezoning)
Bethel Engineering (Vincent LaCoste, Agent)
Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, and to B-2, Neighborhood Business District.

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

At its meeting on January 19, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a. the subdivision of land into building sites makes reclassification of the land necessary and desirable.

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

1) **completion of the Subdivision process;**
2) **paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and**
3) **full compliance with all municipal codes and ordinances.**

ZON-002340-2022 BETHEL ENGINEERING
January 23, 2023

The advertising fee for this application based on the current legal description is $330.05. 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
January 5, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1101 and 1107 Old Shell Road**
(Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).
Council District 2
ZON-002340-2022 (Rezoning)
Bethel Engineering (Vincent LaCoste, Agent)
Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 19, 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-1, Single-family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, January 18, 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
January 5, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1101 and 1107 Old Shell Road**
(Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).
Council District 2
ZON-002340-2022 (Rezoning)
Bethel Engineering (Vincent LaCoste, Agent)
Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 19, 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-1, Single-family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, January 18, 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.

APPLICATION TYPE AND FEES

☐ **Zoning Change**
$100.00 (if recommended for approval, additional advertising fee required)

☐ **Planning Approval**
$150.00 (non-profit $50)

☐ **Planned Unit Development**
$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.

Bethel Engineering
Name

civil@bethel-eng.com
Email

3233 Executive Park Circle Mobile Al 36606
Full Address (Street, City, State, Zip)

251-661-4747
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.

Just Plain Arthur LLC
Name

Name (other owners, optional)

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

1101 Old Shell Road Mobile Al 36608
Property Address

R022906400009125.000
Parcel Number

7600
Property Area (acres or square feet)

R-1
Present Zoning

B-2
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).

APPLICATION CHECKLIST

(ZON, PUD, PLA)

- ■ Seven (7) copies of completed application
- ■ Legal description of site in question (from deed or survey, not a tax assessment description) Applied for on CSS per Payton Rogers
- ■ Parcel number of site in question
- ■ Detailed description of proposal
- ☐ Plan consistency analysis Applied on CSS per Payton Rogers
- ■ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ■ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ■ All trees 24" and larger shown on plan
- ■ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ■ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ■ Notification fee ($1.00) per mailing label
- ■ One photocopy of address labels
- ■ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

Plan Submission
Contact Information

Name of Project Bagby Elevator Subdivision

Address 1101 Old Shell Road Mobile Al 36608

Owner Just Plain Arthur LLC

Address P O Box 320919 Birmingham AL 35232

Phone 251-721-1128 Fax E-Mail todd.sharpe@bagbyelevator.com

Authorized Agent Bethel Engineering

Address 3233 Executive Park Circle, Mobile AL 36606

Phone (251) 661-4747 Fax E-Mail civil@bethel-eng.com

Contractor Bienville CS

Address

Phone 251-721-1128 Fax E-Mail Josh@bienvillecs.com

Civil Engineer Vincent D. LaCoste

Address 32133Executive Park Circle, Mobile AL 36606

Phone (251) 661-4747 Fax E-Mail civil@bethel-eng.com

Architect

Address

Phone Fax E-Mail

Submitted By:

Signature

Vincent D. LaCoste
Print

12/19/2022
Date

Project Manager
Affiliation to project/Organization

Effective Date: April 1, 2012

bethel
ENGINEERING

December 19, 2022

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

Narrative

RE: 1101 Old Shell Road – Bagby Elevator Subdivision

To whom it may concern,

Please find attached our application for re-zoning of the above referenced address. The site is currently zoned B-2 and R-1. We are requesting the R-1 portion of the site to be changed to B-2 to comply with the use and zoning of the remainder of the property.

Thank You,

Vincent D. LaCoste II

3233 EXECUTIVE PARK CIRCLE | MOBILE, AL 36606 | 251-661-4747
bethelengineering.net

bethel
ENGINEERING

December 19, 2022

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

Authorization Letter

RE: 1101 Old Shell Road Mobile Al 36608

To whom it may concern,

I, __Hunter M. Bagby as Manager of Just Plain Arthur, LLC_____, the owner of the above referenced property is authorizing **Vincent LaCoste,** the owner of Bethel Engineering and professional Engineer registered in the State of Alabama, Registration Number **2412** permission to be the authorized applicant and submit the Re-Zoning application on my behalf.

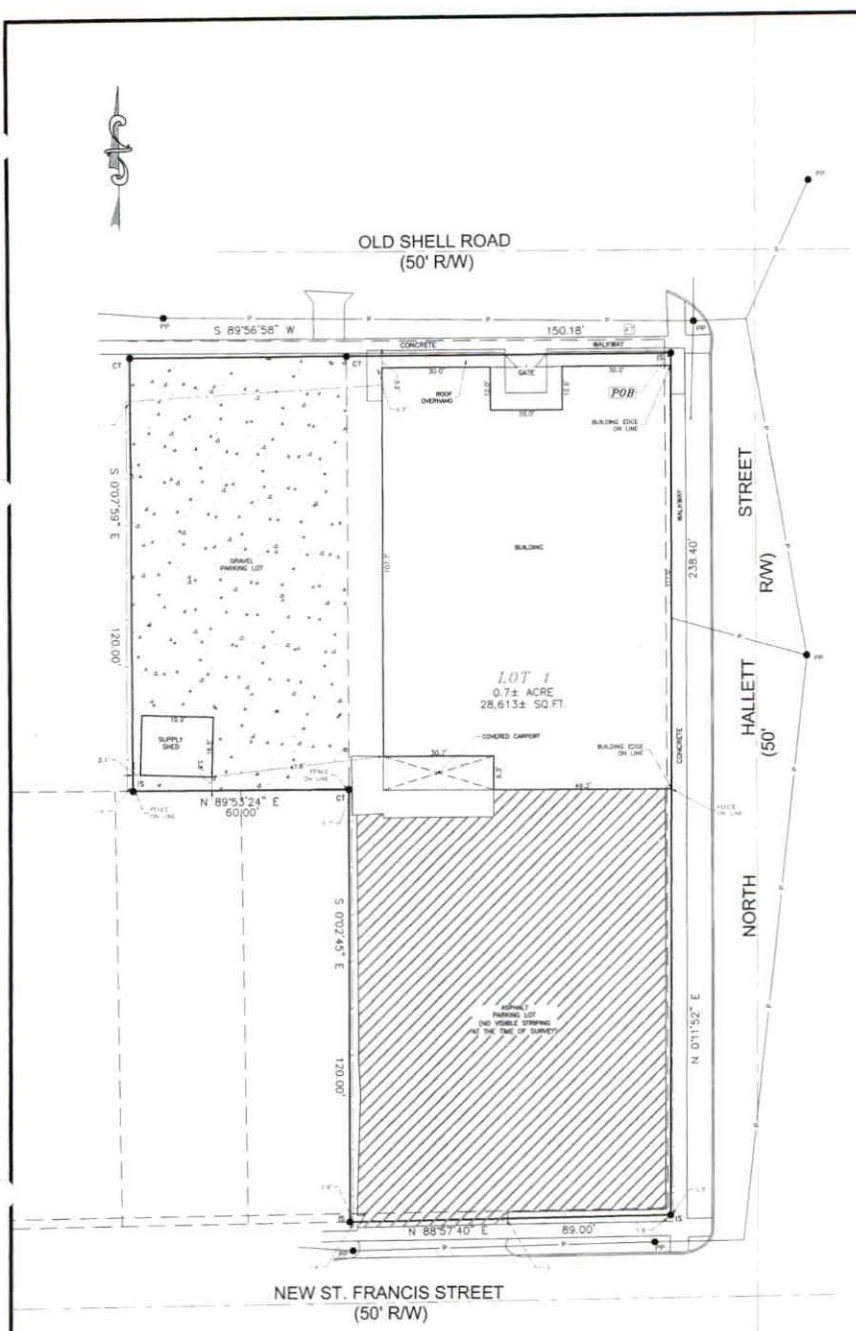
If you should have any questions or require any additional information, please advise.

Sincerely,

12-19-2022

Just Plain Arthur, LLC - owner

3233 EXECUTIVE PARK CIRCLE | MOBILE, AL 36606 | 251-661-4747
Bethel-eng.com



LEGEND
CT = CRIMP TOP IRON PIPE FOUND
POB = POINT OF BEGINNING
IS = 1/2" CAPPED REBAR IRON SET (POLYSUR CA0010TLS)
PP = POWER POLE
--x--x-- = FENCE LINE
--P--P-- = POWER LINE
AT = AT&T BOX
= GUY WIRE
= CONCRETE
= GRAVEL
= ASPHALT

SURVEYOR'S NOTES
1. TYPE OF SURVEY: AS-BUILT SURVEY
2. BEARING BASED ON RTK GPS DATUM
3. PROPERTY IS LOCATED IN FLOOD ZONE "X" AS SCALED FROM FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP 01097C PANEL NO. 0558 SUFFIX L, DATED JUNE 3, 2020
4. OVERHEAD POWER TO DWELLING

STATE OF ALABAMA
COUNTY OF MOBILE

I, J. BRETT ORRELL, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF;

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD AND THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN SOUTH 89°56'58" WEST ALONG THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD, A DISTANCE OF 150.18 FEET TO A POINT; THENCE RUN SOUTH 0°07'59" EAST 120.00 FEET TO A POINT; THENCE RUN NORTH 89°53'24" EAST 60.00 FEET TO A POINT; THENCE RUN SOUTH 0°02'45" EAST 120.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF NEW ST. FRANCIS STREET; THENCE RUN NORTH 88°57'40" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 89.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN NORTH 0°11'52" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 238.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.7± ACRES.

I FURTHER STATE THAT THE BUILDINGS NOW ERECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME, THERE ARE NO ENCROACHMENTS BY ADJOINING PROPERTY, EXCEPT AS SHOWN, THERE ARE NO RIGHTS OF WAY EASEMENTS OR JOINT DRIVEWAYS OVER OR ACROSS SAID LAND VISIBLE ON THE SURFACE, EXCEPT AS SHOWN, THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREOF INCLUDING POLES, ANCHORS AND GUY WIRES ON OR OVER SAID PREMISES, EXCEPT AS SHOWN; THIS DRAWING ALSO DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE; AND THAT THE SCALE OF DRIVES, WALKS, FENCES AND ETC. ARE IN SOME INSTANCE EXAGGERATED FOR THE PURPOSE OF DETAIL.

ACCORDING TO MY SURVEY THIS THE 19TH DAY OF DECEMBER, 2022.

J. BRETT ORRELL, P.L.S. ALA. LICENSE NO. 31836-S

J. Brett Orrell
Digitally signed by J. Brett Orrell
Date: 2022.12.19 13:24:04 -06'00'

ALABAMA REGISTERED NO. 31836-S PROFESSIONAL LAND SURVEYOR J. BRETT ORRELL

POLY SURVEYING
CORPORATE OFFICE MOBILE COUNTY
FIELD DIVISIONS BALDWIN COUNTY
FLORIDA
MISSISSIPPI

BAGBY ELEVATORS SUBDIVISION				
OLD SHELL ROAD				
AS-BUILT SURVEY				SHEET NO.
DRAWN BY: JCS	SURVEY DATE: 12-19-2022	SCALE: 1"=20'	18"x24" PRINT	1 OF 1
CHECKED BY: JBO	FIELD DATE: 12-14-2022	FILE NAME: 2212-0025 S-(24)		

ZON-002840-2022

R022906400009126.000
LOGAN WANDA C
29929 SAINT HELEN ST
DAPHNE AL 36526

R022906400009127.000
LOGAN WANDA
C
1106 NEW SAINT FRANCIS ST
MOBILE AL 36604

R022906400009129.000
MYERS SAMUEL
ALLAN
PO BOX 40711
MOBILE AL 36640

R022906400009130.01
THOMAS GROUP LLC
401K
1152 NEW FRANCIS STREET
MOBILE AL 36604

R022906400009160.000
CALDWELL
EUGENE
758 S BROAD ST
MOBILE AL 36603

R022906400009161.000
K & J ENTERPRISES #1
LLC
6366 MUIR WOODS DR S
MOBILE AL 36693

R022906400009163.000
MOORE CHRISSI
D
113 GARNETT AVE
MOBILE AL 36604

R022906400009164.000
JOINER COREY
S
5230 DOGWOOD DR
EIGHT MILE AL 36613

R022906400009165.000
JUST PLAIN ARTHUR
LLC
P O BOX 320919
BIRMINGHAM AL 35232

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009050.000
OSMON RANDALL R & JAN OSMON
1820 CLEARMONT ST
MOBILE AL 36606

R022906400009052.000
PEACOCK GEOFFREY W & LISA N PEACOCK
1116 OLD SHELL RD
MOBILE AL 36604

R022906400009053.000
CAMP WESLEY VAN & CHRISTOPHER DEW
1058 OLD SHELL RD
MOBILE AL 36604

R022906400009085.000
STIMPSON PROPERTIES
LLC
7 N BROAD ST STE C
MOBILE AL 36602

R022906400009088.000
LINDE & HENRY PROPERTIES LLC
PO BOX 66124
MOBILE AL 36660

R022906400009090.000
WILLIAMS LESLIE C & BETSY F WILLIAMS
TRUSTEES
5060 RIVER LAKE DR
FAIRBURN GA 30213

R022906400009092.000
GATA LLC
2457 N. MOUNT ISLAND DRIVE
MOBILE AL 36606

R022906400009097.000
IVY JAMES E
JR
7020 COLONNADES DR N
MOBILE AL 36695

R022906400009125.000
JUST PLAIN ARTHUR, LLC
P O BOX 320919
BIRMINGHAM AL 35232

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009167.001
MAKI MARK & CHRISTY L
FLINT
1112 DAUPHIN ST
MOBILE AL 36604

R022906400009169.000
HUNTER PROPERTIES LLC, A C/O R J
PERLOFF
75 SAINT MICHAEL ST
MOBILE AL 36602

R022906400009188.000
BLACK KIMBERLY
MARIE
5 N PINE ST
MOBILE AL 36604

R022906400009190.000
MONDAY NIGHTERS SPORTS CLUB INC
THE C/O MYRON COLLINS
SR
1052 DAUPHIN ST
MOBILE AL 36603

R022906400009191.000
L J ALLEN INC, A
CORPORATION
5700 REGENCY CT N
MOBILE AL 36609

R022906400009194.000
SMITH JUANITA & GWENDOLYN T
DALE
1053 NEW ST FRANCIS ST
MOBILE AL 36604

R022906400009197.000
W & L PROPERTIES
LLC
2860 SPRING HILL AVE
MOBILE AL 36607

R022906400009199.000
QUINNELLY JEFFREY
E
PO BOX 81449
MOBILE AL 36689

R022906400009200.000
QUINNELLY JEFFREY
E
PO BOX 81449
MOBILE AL 36689

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009200.01
NOBLES RENTALS LLC C/O J THERESA
NOBLES
6902 PROVIDENCE ESTATE DR S
MOBILE AL 36695

R022906400009200.02
BAYTOWN PROPERTY SOLUTIONS
LLC
4 CRENSHAW ST
MOBILE AL 36606

R022906400009202.000
NOBLES RENTALS LLC C/O J THERESA
NOBLES
6902 PROVIDENCE ESTATE DR S
MOBILE AL 36695

R022906400009056.000
PHILLIPS ARTHUR
CHARLES
1653 PRINCESS HELEN RD W
MOBILE AL 36618

R022906400009051.000
MATTHEWS YVONNE
REED
PO BOX 40042
MOBILE AL 36640

R022906400009054.000
SALTER EDWARD V & SUSAN J
SALTER
106 HALLETT ST N
MOBILE AL 36604

R022906400009055.000
TATER JENNIFER
GILES
3500 DUNCAN BRIDGE DR
BUFORD GA 30519

R022906400009086.000
CHAVEZ JOSE
A
10602A HAMILTON FARM RD
GRAND BAY AL 36541

R022906400009087.000
BOWEN CHRIS & JOHN STIMPSON C/O
STIMPSON PROPERTIES
LLC
7 N BROAD ST STE D
MOBILE AL 36602
Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009089.000
WILLIAMS LESLIE & BETSY WILLIAMS
TRUSTEES
5060 RIVER LAKE DR
FAIRBURN GA 30213

R022906400009091.000
WILLIAMS CYNTHIA
R
540 FAWN CLEN CT
ROSWELL GA 30075

R022906400009093.000
ZEGERS ZOE
JOSEPHINE
101 HALLETT STR N
MOBILE AL 36604

R022906400009094.000
PEARIGEN
CAROLYN
1104 OLD SHELL RD
MOBILE AL 36604

R022906400009095.000
GEE CATHERINE
M
1108 OLD SHELL RD
MOBILE AL 36604

R022906400009096.000
DEHART MATTHEW
W
1112 OLD SHELL RD
MOBILE AL 36604

R022906400009098.000
PEACOCK GEOFFREY W & LISA N PEACOCK
1116 OLD SHELL RD
MOBILE AL 36604

R022906400009128.000
BALTATESCU IONUT
S
1108 NEW SAINT FRANCIS STR
MOBILE AL 36604

R022906400009130.000
DALLOSTA DEBORAH
K
1150 NEW ST FRANCIS ST
MOBILE AL 36604

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009131.000
THORNTON MARK JAY & LOREE BETH
THORNTON
1154 NEW ST FRANCIS ST
MOBILE AL 36604

R022906400009162.000
RAFAEL JOSEPH H & EMILY
MCCROCKLIN
1113 OLD SHELL RD
MOBILE AL 36604

R022906400009166.000
ATCHISON PROPERTIES
INC
921 DAUPHIN ST
MOBILE AL 36604

R022906400009166.001
MOTION AND GRAPHIC IMAGE
CORPORATION L L
C
25 MCPHILLIPS AVE
MOBILE AL 36604
R022906400009167.000
MAKI MARK & CHRISTY L FLINT
1112 DAUPHIN ST
MOBILE AL 36604

R022906400009187.000
WHITE SHALONDA R & JUANITA OWENS
7 NORTH PINE
MOBILE AL 36604

R022906400009191.001
TAYLOR PATRICIA
R
1057 NEW SAINT FRANCIS ST
MOBILE AL 36604

R022906400009191.002
ATCHISON PROPERTIES
INC
921 DAUPHIN ST
MOBILE AL 36604

R022906400009192.000
NEESE PURCHASE LLC
7 N BROAD ST UNIT D
MOBILE AL 36602

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009193.000
MCELROY JAMES THEODORE & PEYTON
CRAIG
MCELROY
1055 NEW ST FRANCIS ST
MOBILE AL 36604
R022906400009195.000
DAVIS MARIE M
1051 OLD SHELL RD
MOBILE AL 36604

R022906400009195.01
POGGI FRANCIS ANTHONY JR
106 HOUSTON ST
MOBILE AL 36606

R022906400009196.000
MYERS LEROY DUANE & LEO M REED
1052 NEW SAINT FRANCIS ST
MOBILE AL 36604

R022906400009198.000
GRAY DAVID M & MELODY BAKER GRAY
1056 NEW SAINT FRANCIS ST
MOBILE AL 36604

~~Bethel Engineering~~
~~Vince LaCoste~~
~~3233 Executive Park Circle~~
~~Mobile, AL 36606~~

SUBDIVISION & ZONING AMENDMENT STAFF REPORT Date: January 19, 2023

APPLICANT NAME Bethel Engineering (Vincent LaCoste, Agent)

SUBDIVISION NAME Bagby Elevators Subdivision

LOCATION 1101 and 1107 Old Shell Road
(Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).

CITY COUNCIL DISTRICT Council District 2

PRESENT ZONING R-1, Single-Family Residential District, and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot / 0.7± Acre

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

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide reference, on the map and the description, to a monumented corner. An iron set at the street ROW intersection is not an acceptable corner.
C. Provide information on the surrounding properties (i.e. owner name)

D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #76) 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). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT 1 – 22,000 sf.

E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.

G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.

H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.

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

J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the

County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

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

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

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

TIME SCHEDULE FOR DEVELOPMENT Immediately.

REMARKS The applicant is requesting Subdivision Approval to create one legal lot of record from two existing metes-and-bounds parcels, and Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The site has been given a Traditional Corridor (TC) 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.

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

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

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

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

The site has frontage along Old Shell Road, North Hallett Street and New St. Francis Street, all of which are minor streets with curb and gutter and compliant 50-foot rights-of-way; therefore, no frontage dedication would be required. The right-of-way width of all streets should be retained on the Final Plat, if approved. As stated in Section V.D.6. of the Subdivision Regulations, a 25-foot radius curve should be dedicated at the intersection of North Hallett Street and New St. Francis Street; however, as the existing building on the site appears to be built-out to the North Hallett Street and Old Shell Road rights-of-way, corner radius dedication at the intersection of those two streets would be impracticable. The plat should be revised to label the lot with its size in both square feet and acres, after any required dedication, or a table should be furnished on the Final Plat providing the same information.

No minimum building setback lines are indicated on the preliminary plat. While the Zoning Ordinance and Subdivision Regulations currently in effect would require the provision of a 25-foot minimum building setback line along the street frontages, the proposed Subdivision Regulations will require a setback that is compliant with the underlying zoning. Therefore, it is recommended that Section V. D. 6 of the current Subdivision Regulations be waived and a note

should be placed on the Final Plat stating that the minimum front yard setback shall comply with the underlying zoning. requirements.

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

As the site is currently split-zoned, the associated Rezoning process should be completed prior to signing the Final Plat.

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 (across Old Shell Road), by R-1 properties. The entire site abuts R-1 properties to the West, and a portion of the site abuts R-1 properties to the South. To the South (across New St. Francis Street) and East (across North Hallett Street) are B-2 properties.

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

> *Please find attached our application for re-zoning of the above referenced address. The site is currently zoned B-2 and R-1. We are requesting the R-1 portion of the site to be changed to B-2 to comply with the use and zoning of the remainder of the property.*

As the site is proposed to be made a single lot of record via the Subdivision process, the subdivision makes reclassification of the land into one classification necessary and desirable.

The site plan submitted depicts the existing structure and parking areas. The parking area on the South side of the site is depicted as being paved with compliant asphalt paving. However, the parking area on the West side of the site is depicted as being paved in noncompliant gravel. Therefore, the Rezoning should be subject to the paving of the West parking area in asphalt, concrete, or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment.

RECOMMENDATION

Subdivision: Based upon the preceding, with a waiver of Section V.D.6. of the Subdivision Regulations, this application is recommended for Tentative Approval, subject to the following conditions:

1) retention of the right-of-way widths of all streets on the Final Plat;
2) dedication of a 25-foot radius curve at the intersection of North Hallett Street and New St. Francis Street;
3) revision of the plat to label the lot with its size in both square feet and acres, after any required dedication, or the furnishing of a table on the Final Plat providing the same information;
4) placement of a note on the Final Plat stating that the minimum front yard setback shall comply with the underlying zoning. requirements;
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. Provide reference, on the map and the description, to a monumented corner. An iron set at the street ROW intersection is not an acceptable corner. C. Provide information on the surrounding properties (i.e. owner name). D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #76) 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). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT 1 – 22,000 sf. E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.)*;
6) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Driveway number, size, location, and design to be approved by Traffic Engineering and conform to*

AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of 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.)*;
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. (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.)*; and
9) completion of the Rezoning process prior to signing the Final Plat.

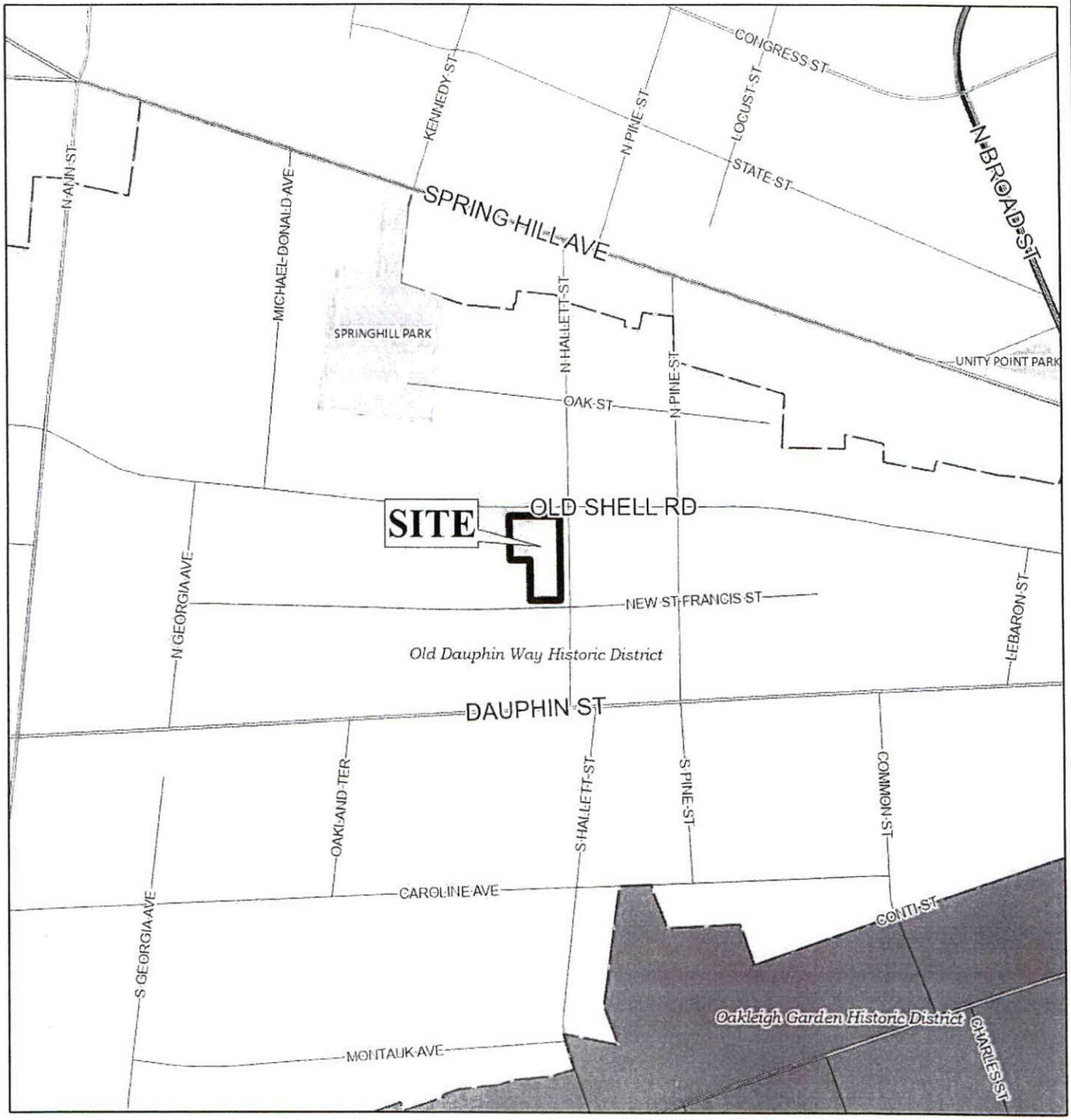
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

a. the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The rezoning should be subject to the following conditions:

1) completion of the Subdivision process;
2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and
3) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 4 DATE January 19, 2023

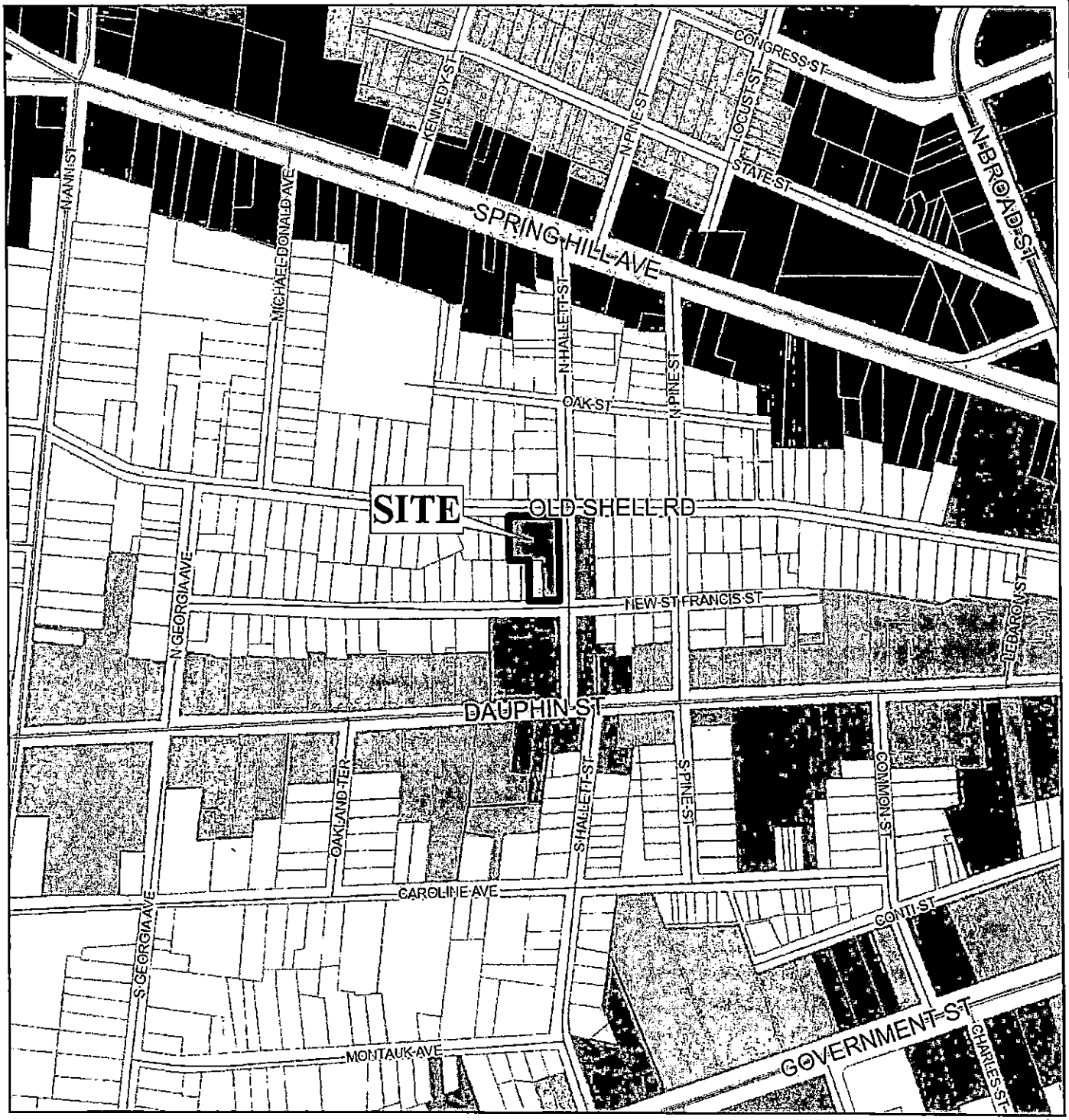
APPLICANT Bagby Elevators Subdivision

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

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

N

NTS

FLUM LOCATOR MAP

APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

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

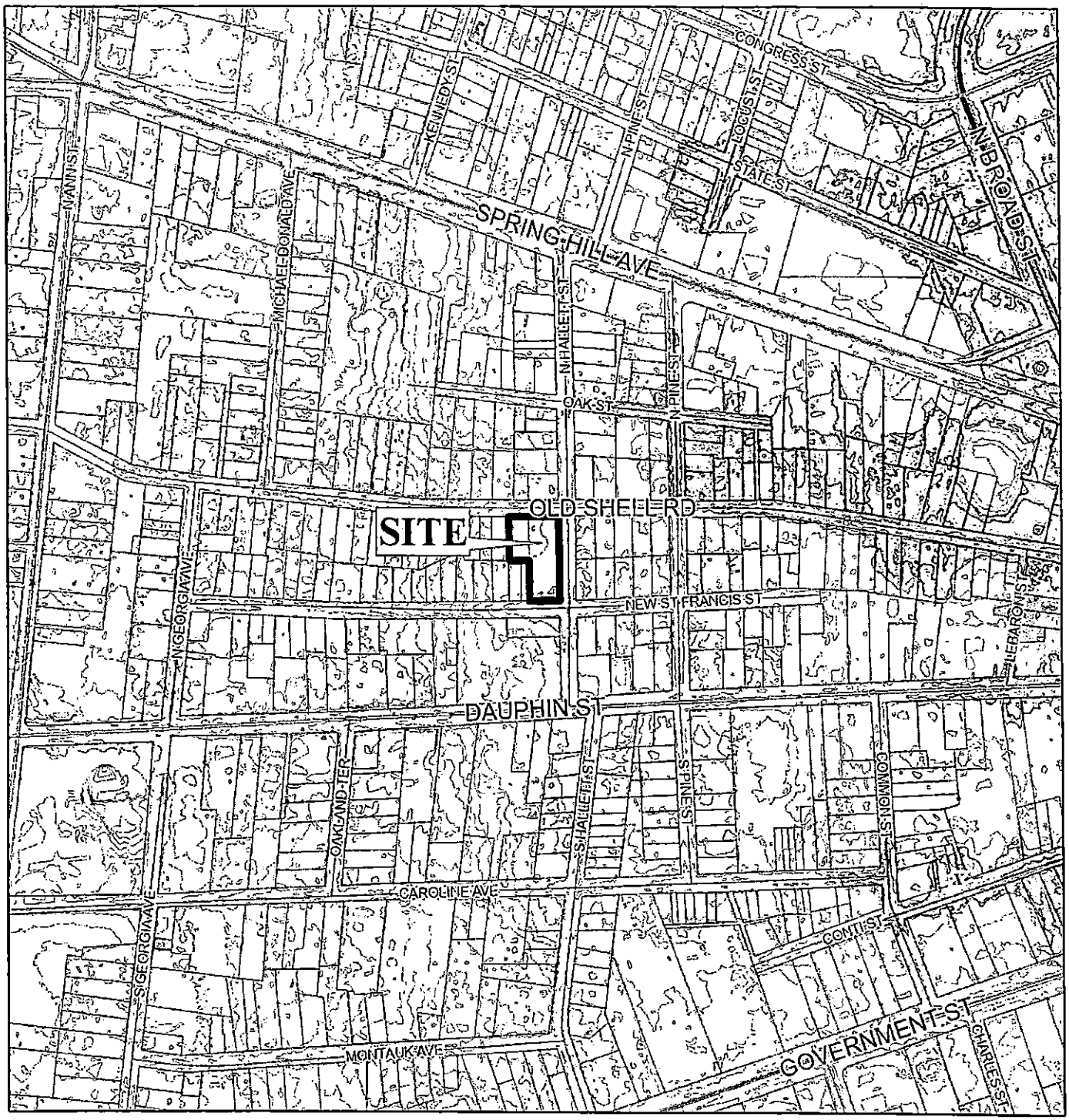
Layer2

- 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 4 DATE January 19, 2023

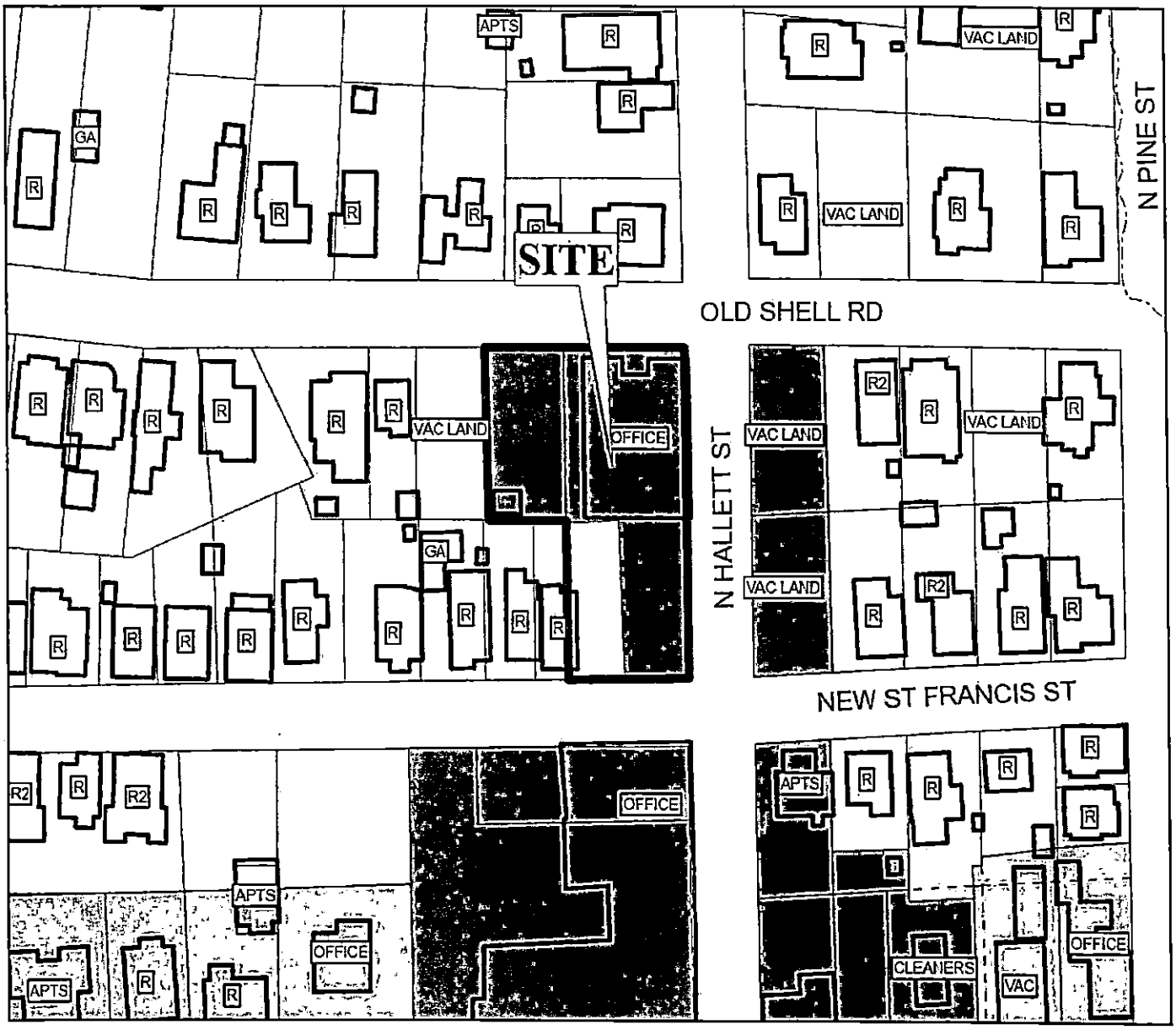
APPLICANT Bagby Elevators Subdivision

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Commercial units lie south of the site.

APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

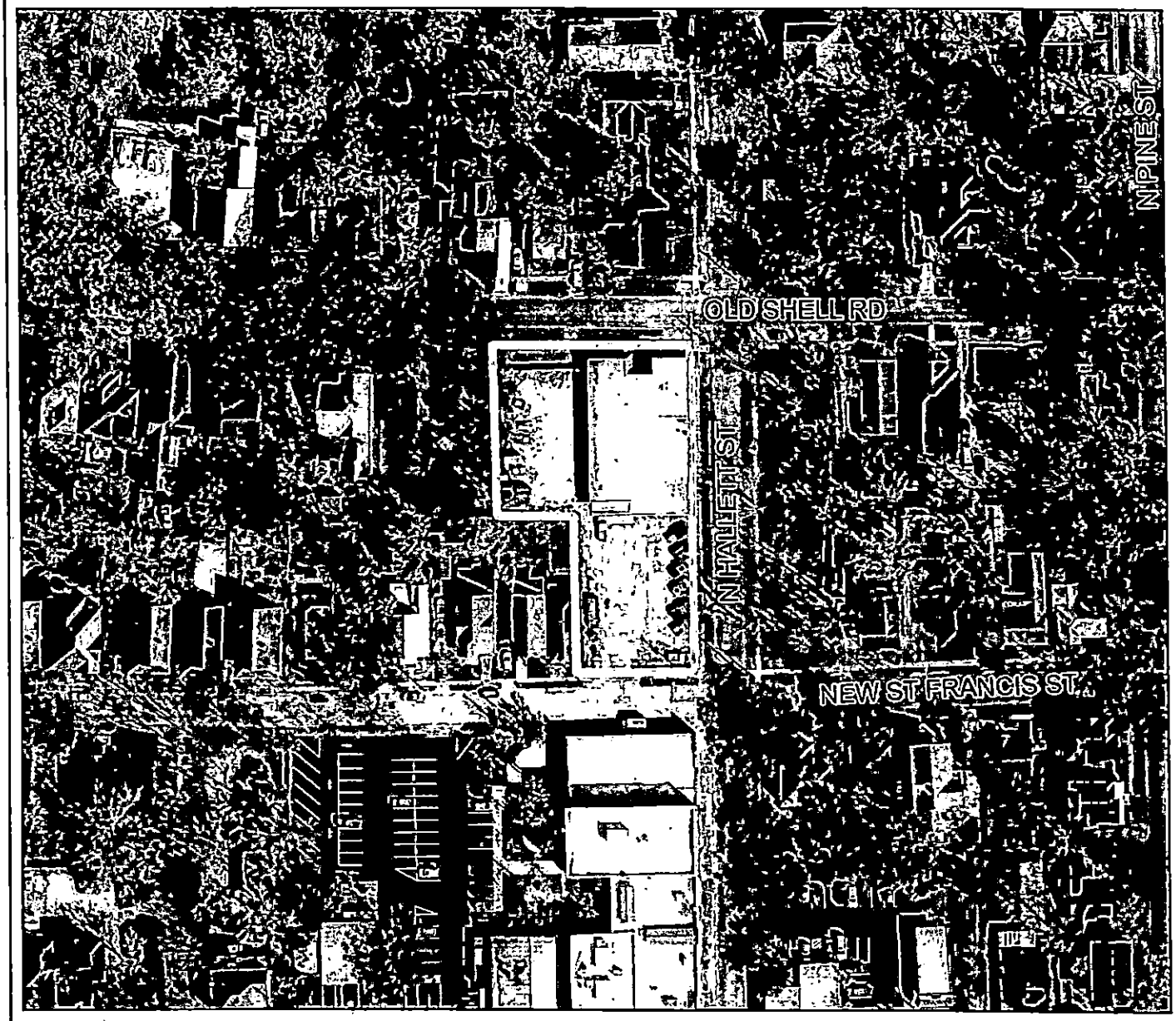
REQUEST Subdivision, Rezoning from R-1 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Commercial units lie south of the site.

APPLICATION NUMBER 4 DATE January 19, 2023

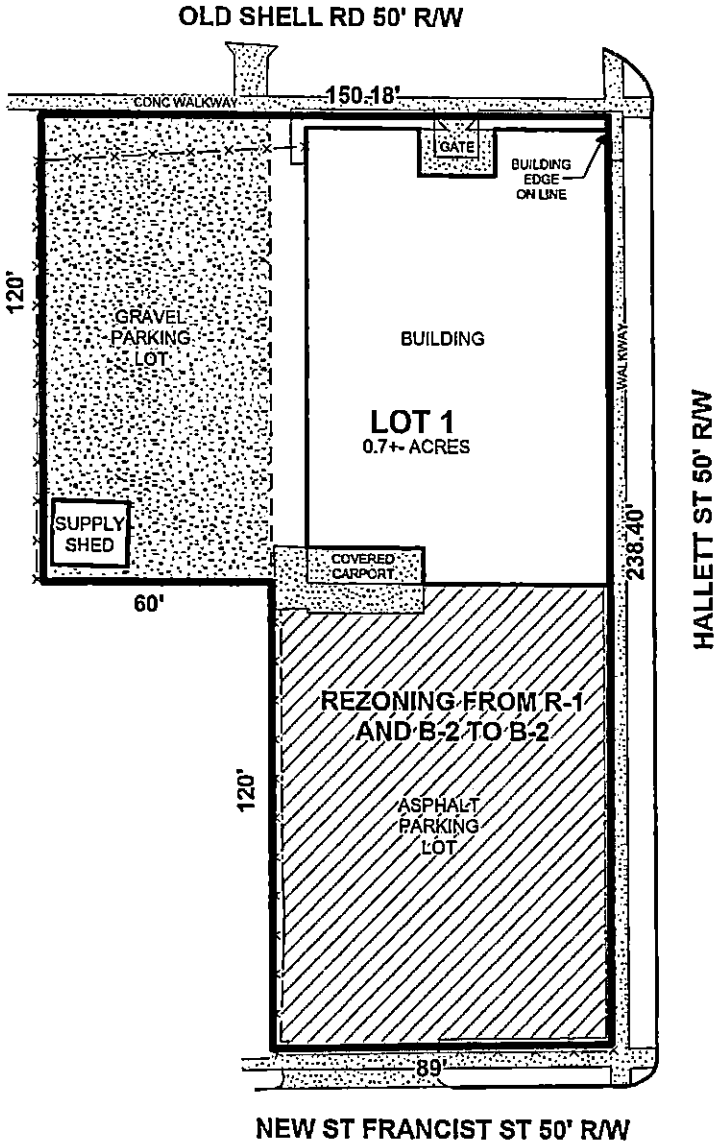
APPLICANT Bagby Elevators Subdivision

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

N

NTS

SITE PLAN



The site plan illustrates the existing building, shed, parking lots, and fencing.

APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

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

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Ben Reynolds - District 4

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

1/24/2023

Funding Source

Project # 3201 Lees Lane - ME-027-22 **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 - 3201 Lees Lane	Cover Memo	1/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/19/2023 - 8:11 AM
City Clerk	Gauthier, Lana	Approved	1/19/2023 - 3:32 PM

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 **3201 LEES LANE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, 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 **3201 LEES LANE** described as:

BEG AT INT OF E RWL OF LEES WLN & N RWL OF I-10 FOR POB TH RUN N 100 FT TH E 210 FT TH SWLY 230 FT TO POB #SEC 12 T5S R2W #MP33 01 12 4 000

Parcel Number: 33 01 12 4 000 004

Last Assessed to: RODGERS WALTER JR & RITA

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

January 17, 2023

MOBILE
ALABAMA

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, January 24, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **3201 LEES LANE.** OWNED BY OR MAY HAVE AN INTEREST: **RODGERS WALTER JR & RITA** 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: 33 01 12 4 000 004
COUNCIL DISTRICT 4 – BEN REYNOLDS
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

3201 Lees Lane

Property Details			
Parcel Key	1071841	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	N	Foundation Compromised	N
Survey Date	03-10-22	Comments	

Property Score			
Score	~~32~~ 52	Score Description	Blight Review

Rescored on 3-22-22

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 3/28/22

Voted 5 - 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/20/2022

Property Address: 3201 Lees Lane **District No:** 4

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

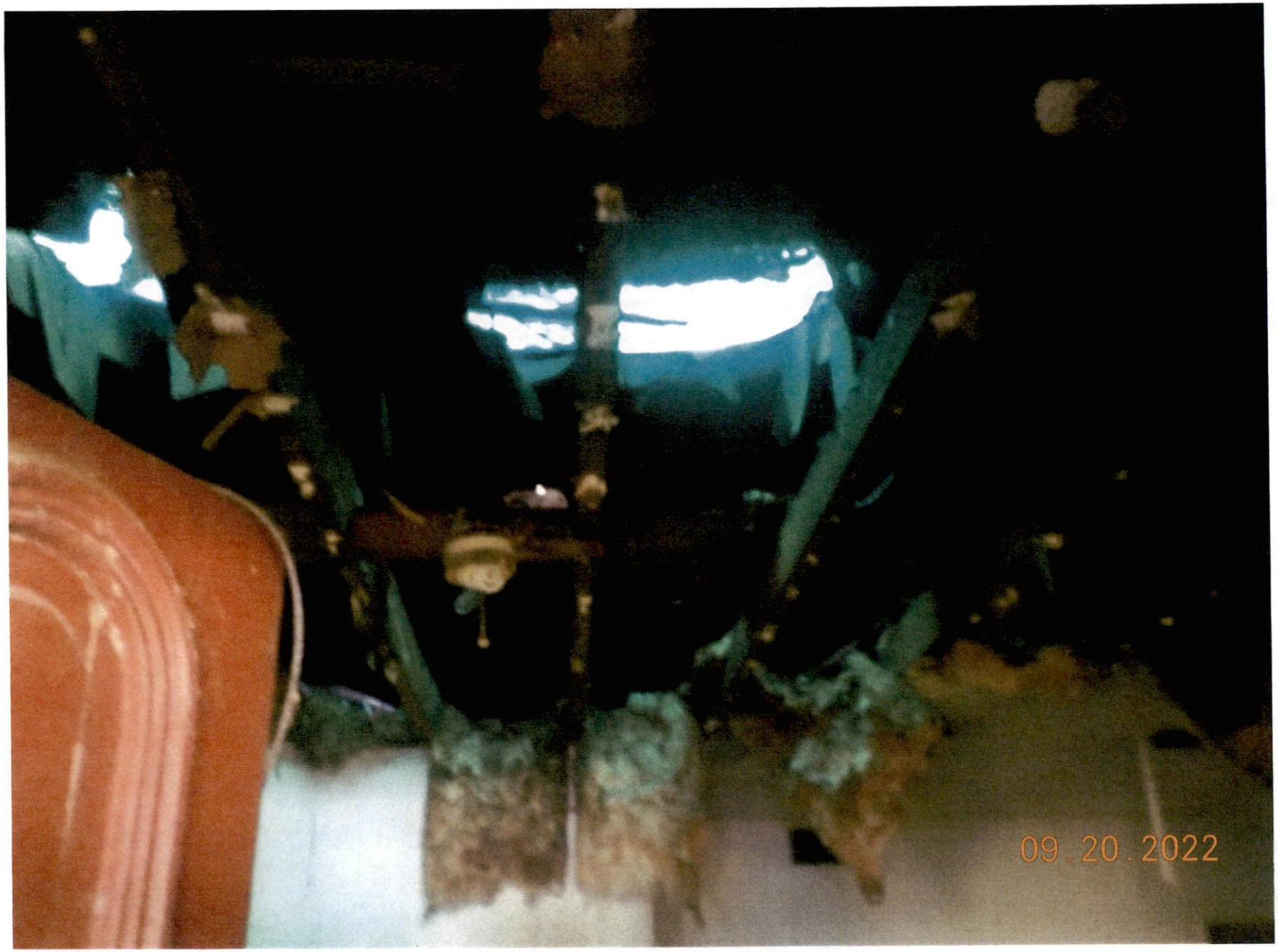
☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

3201
JAN 17 2023

JAN 17 2023

JAN 17 2023

09.20.2022


09.20.2022

03.22.2022

03.22.2022

03.22.2022

03.22.2022

03.22.2022

Affidavit of Mailed Notice

MOBILE
ALABAMA

January 17, 2023

State of Alabama
County of Mobile

Subject Property – 3201 Lees Lane.

My name and official title 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 **10** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heirs of Walter Rodgers, Jr.
Mary D. Shepard
713 Oak Hill Road
Mobile, AL 36609-5940

November 29, 2022

RE: **3201 Lees Lane**
Project Number: ME-027-22

Dear Mary D. Shepard:

On September 20, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 3201 Lees Lane.

I. **PROPERTY** The legal description of the Property is as follows:

BEG AT INT OF E RWL OF LEES WLN & N RWL OF I-10 FOR POB TH RUN N 100 FT TH E 210 FT TH SWLY 230 FT TO POB #SEC 12 T5S R2W #MP33 01 12 4 000

Parcel Number: 33 01 12 4 000 004

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **January 13, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 13, 2023,** provide the Code Official with a work plan to accomplish the repairs by **January 13, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 13, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on January 24, 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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 3201 Lees Lane Date: August 31, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 4/12/2022

Per the Title Report, the owners are: Heirs of Walter Rodgers, Jr.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Mary D Shepard 713 Oak Hill Rd Mobile AL 36609-5940	Executrix of Estate of Walter Rodgers, Jr. Phone number 251-661-2114
2	Mary D Shepard PO Box 8772 Mobile AL 36689-0772	Secondary address
3	Adam Rodgers 2308 N Lourdes Cir Mobile AL 36617-2408	Heir of Walter Rodgers, Jr Phone number 251-680-1845 Phone number 251-459-0510
4	Walter Rodgers IV 4905 Wild Holly Ln Apt 1114 Arlington TX 76017-0703	Heir of Walter Rodgers, Jr Phone number 251-479-1021
5	Walter Rodgers III 3158 Lees Ln Apt R10 Mobile AL 36693-5227	Heir of Walter Rodgers, Jr Phone number 251-459-0510
6	Owner 3201 Lees Lane Mobile AL 36693	Subject Address

TAX STATUS: 2019, 2020 & 2021 Tax Liens

7	Affordable Properties, LLC c/o Pam Helland 3957 Dauphin Island Pkwy Mobile AL 36605	2019, 2020 & 2021 Tax Lien Holder per Mobile County Revenue Commission
8	Affordable Properties, LLC c/o Pam Helland PO Box 50234 Mobile AL 36605-0234	Secondary address
9	Affordable Properties, LLC c/o Pam Helland 11594 Padgett Switch Rd Irvington AL 36544-4100	Third address
10	Affordable Properties, LLC c/o Pam Helland 2575 Pollard Ln Mobile AL 36606	Fourth address

Parties with recorded liens per Title Report:

Weed Lien – City of Mobile vs Walter Rodgers Jr & Rita recorded 2/25/2021 instrument number 2021011661

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Walter Rodgers, Jr & Rita Rodgers DTD 7/6/2022 instrument number 2022045606

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:

Nick Amberger, Engineering, and Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

Authorize an Agreement for the Installation of an Irrigation System and Landscaping on Two Traffic Islands, On North McGregor Avenue, from Princess Ann St at Spring Hill Manor to Springhill Village Shopping Center, in Public Right of Way, between the City of Mobile, Springhill Village, LLC, and The Village of Spring Hill, Inc.

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	3/7/2023
Agreement	Exhibit	3/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	3/7/2023 - 3:01 PM
Legal	Kern, Chris	Approved	3/8/2023 - 12:58 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:06 PM

2023

R E S O L U T I O N

Sponsored by Mayor William S. Stimpson, Council Member Gina Gregory.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement to Facilitate Landscaping and Irrigation in Public Right of Way, a copy of which is attached hereto and made a part hereof as though fully set forth herein, and, further, that the Landscaping and Irrigation serve the purpose of beautifying public right of way, which the Council determines to be a public purpose.

Adopted:

_____

City Clerk

CITY OF MOBILE

AGREEMENT TO FACILITATE LANDSCAPING AND IRRIGATION IN PUBLIC RIGHT OF WAY

THIS AGREEMENT, is entered into this _____ day of _____, 2023, by and between the CITY OF MOBILE, A Municipal Corporation (hereinafter referred to as CITY), Springhill Village, LLC, a Delaware Limited Liability Company, its subsidiaries, successors, affiliates, agents and assigns (the SHOPPING CENTER), and The Village of Spring Hill, Inc., a domestic non-profit corporation (hereinafter referred to as VILLAGE OF SPRING HILL), in order to authorize the installation of an irrigation system and landscaping on two traffic islands the City plans on either side of a new pedestrian crosswalk (the "Project") from Princess Ann Street at Spring Hill Manor to Springhill Village Shopping Center in the CITY (the "Project Area").

WHEREAS, the City maintains McGregor Avenue, a public right of way in the Village of Spring Hill; and

WHEREAS, the City plans to improve McGregor Avenue by resurfacing and constructing a pedestrian cross-walk and two traffic islands, as depicted in Exhibit A; and

WHEREAS the Village of Spring Hill desires to install and maintain an irrigation system and landscaping on the islands (the "Village Project");

WHEREAS the City desires to support and facilitate the Village Project, which it determines serves the public purpose of beautifying public right of way;

NOW, THEREFORE, in consideration of the foregoing, which the parties hereby find to be good and valuable consideration, the parties agree as follows:

1. The SHOPPING CENTER will allow an irrigation system serving the Project Area to connect to an irrigation meter it owns and maintains and further, will pay the associated water bill for normal usage to irrigate the Project Area. However, to the extent that the irrigation line serving the Project Area is broken, damaged, or destroyed, the Village of Spring Hill shall indemnify and hold harmless the SHOPPING CENTER from any and all costs associated therewith, including extraordinary water usage.
2. Neither the SHOPPING CENTER nor the CITY by entering into this agreement, assumes any responsibility for the installation or maintenance of irrigation or landscaping in the Project Area.
3. The Village of Spring Hill, at its sole expense, will install and maintain an irrigation system to serve the two islands depicted in Exhibit A, and will plant and maintain all landscaping in the Project Area.
4. The Village of Spring Hill or its contractor will obtain a right of way permit from the City before performing any work in city right of way. The City waives any and all permit fees for the right of way permit.
5. The City and the Village of Spring Hill will enter a right of way maintenance agreement to allow the Village of Spring Hill access to the Project Area to perform the Village Project. The agreement will assure that the Village Project is designed and maintained to comply with traffic safety standards.
6. Notice to any party will be considered delivered three days following placement of properly addressed and stamped letters in US Mail utilizing the following notice addresses, which may be changed from time to time by written notice provided in accordance with this section:

CITY- REAL ESTATE	**SHOPPING CENTER**	**VILLAGE OF SPRING HILL**
City of Mobile	Springhill Village, LLC	The Village of Spring Hill, Inc.
P.O. Box 1827	P.O. Box 16167	4358-B Old Shell Road, #145
Mobile, Alabama 36633	Mobile, Alabama 36616	Mobile, Alabama 36608

7. By entering this agreement, the CITY does not grant the Village of Spring Hill or SHOPPING CENTER any right, title, or claim to city right-of-way.

8. The parties understand and agree that this agreement and the plans attached hereto may be amended by the mutual agreement of the parties.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the _____ day of _____, 2023.

CITY OF MOBILE

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

SPRINGHILL VILLAGE, LLC

_____
Signature

Philip Burton, Authorized Signatory
Printed Name and Title

ATTEST: City of Mobile

_____
City Clerk

THE VILLAGE OF SPRING HILL, INC.

Linda M. St. John
Signature

Linda M. St. John / President
Printed Name and Title
The Village of Spring Hill, Inc.

STATE OF ALABAMA
COUNTY OF MOBILE

I, Mallory D. Tyson, the undersigned Notary Public in and for said County, in said State, hereby certify that Philip Burton, whose name as Authorized Signatory of Springhill Village, LLC, a Delaware Limited Liability Company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office this 28 day of Feb., 2023.

(NOTARIAL SEAL)

Mallory D. Tyson
NOTARY PUBLIC

My Commission Expires: 4/21/25

MALLORY D TYSON
Notary Public
Alabama State at Large

STATE OF ALABAMA
COUNTY OF MOBILE

I, Rebecca S. Minto, the undersigned Notary Public in and for said County, in said State, hereby certify that Linda M. St. John, whose name as Authorized Signatory of The Village of Spring Hill, Inc., a domestic non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office this 28 day of Feb, 2023.

(NOTARIAL SEAL)

Rebecca S. Minto
NOTARY PUBLIC

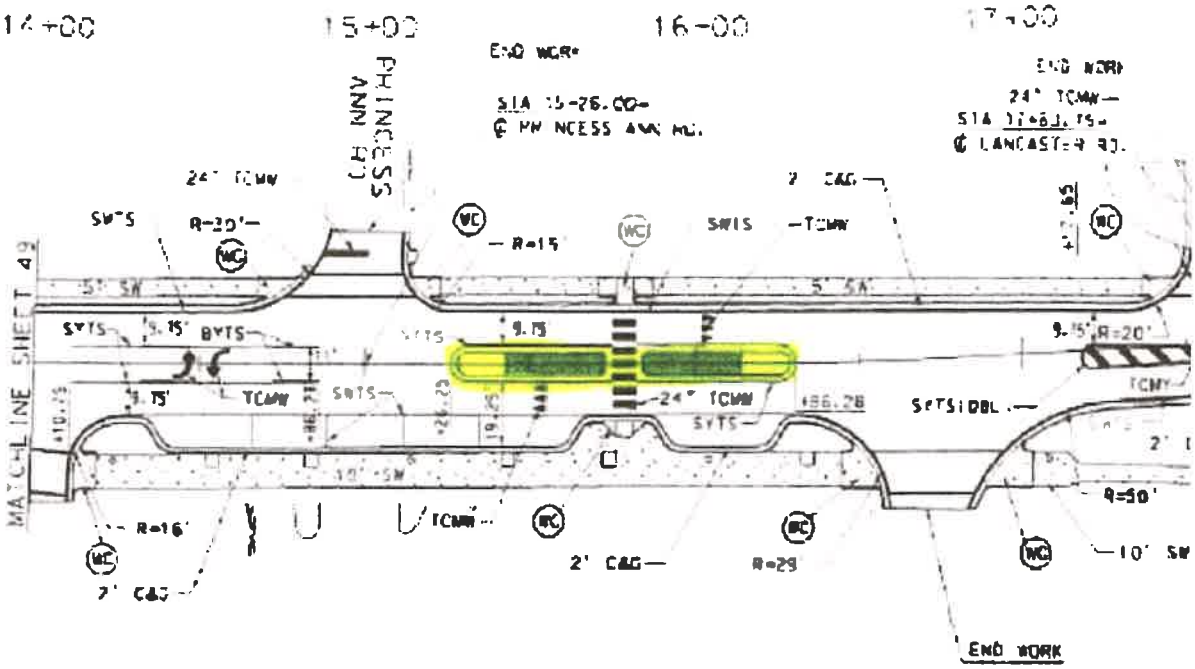
My Commission Expires:

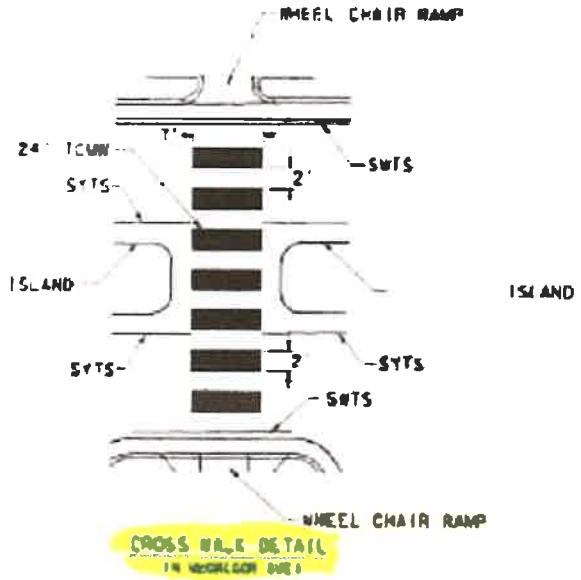
REBECCA S MINTO
My Commission Expires
February 7, 2024

EXHIBIT "A"

(within McGregor Avenue)

Project: N. McGregor Reconstruction - 2019-3005-19





5

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to Emergency Equipment Professional Inc for unmarked vehicle light and siren upfits for MFRD.
General fund.

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
20230309 Unmarked Agenda Package POs	Cover Memo	3/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:05 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 Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5771	Unmarked vehicle light and siren upfits for MFRD	1	$5,126.00	For three- to - five vehicles through June 2023	(294963) Emergency Equipment Professional Inc

Adopted:

_____

City Clerk

BID TABULATION FOR BID #5771

UNMARKED VEHICLE LIGHTS AND SIREN PACKAGE

Emergency Equipment Professionals	$5,126.00/car
Team One Communications	$6,048.42/car

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:
2/13/2023	5771	POLICE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Tuesday, February 28, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
APPX 3 to 5	**UNMARKED VEHICLE LIGHT AND SIREN PACKAGE** Vendor to provide and install undercover light and siren packages in 2022 and 2023 Cheveroilet Tahoes as per the following and attached lists. Price to upfit Tahoe as per the following and attached specifications: $_____ Time to upfit each Tahoe per specifications: $_____ All lighting will be LED and colors will be red/white as per the city's decisions. Upon award, the City will have a 2022 Tahoe ready for install. Two (2) additional 2023 Tahoes will be provided in mid-April to May for installation of these packages. City of Mobile will deliver to and pick up the vehicles for the installer. Radio installation will be done by others. Vendor will be responsible to provide the product necessary to install the system bid in their bid price. Page 1 of 3					
			TOTAL			

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

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to 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.

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
	Option Should the City require, the vendor may be required to pick up the vehicles from a location for upfitting and then delivered to the City of Mobile once upfitting has been completed. Provide price per mile to pick up and to deliver to the City of Mobile the completed vehicle $_____/mile.					
			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.

QTY EACH	
1	Interior upper front windshield, minimum of 8 lighting modules, red/white colors with brackets. Sound Off ENFWB00ELH or equal Make_____ Model_____
1	Interior upper rear window, minimum of 8 modules, red/white colors with brackets. Sound Off ENFWB00ELH or equal Make_____ Model_____
6	Grille lights, appx size 4" x 1.5", color red/white with mounting stud and brackets or equal to mount into grille. Sound Off EMP525T54D Fascia 4" or equal. Make_____ Model_____
4	Rear quarter windows, tube mounted on inside of rear quarter windows, lights to have shoulds, appx size 4" x 1.5", color red/white with mounting bracket. Sound Off EMP525T54D Fascia 4" or equal. Make_____ Model_____
1	Siren handheld control, 100-watt rated, LED back lighting, able to control all lighting functions, 12 volt. Sound Off nERGY 400 Series ETS461HPP or equal. Make_____ Model_____
1	100-watt speaker with brackets Make_____ Model_____
1	Split position, 12 position protector fuse panel, dual 100-amp outputs, 12 outlets (6 + 6), screw terminal with ground buss. All Fleet Solutions/MNSTAR Solutions PD-B616. Make_____ Model_____

Price shall include all necessary additional items and supplies to provide and install the above items.

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 <u>any and all</u> 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 <u>before</u> 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:3/21/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance item-based bid award of replacement brooms and brushes for street sweepers to Tractor & Equipment Co.

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
20230309 Sweeper Agenda Package Bids	Cover Memo	3/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 2:12 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 Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5774	Replacement Brooms and Brushes for Street Sweepers	5	See bid tab	One year, renewable for two additional one-year periods.	(206760) Tractor & Equipment Co.

Adopted:

_____

City Clerk

BID TABULATION FOR BID #5774
STREET SWEEPER BRUSHES & BROOMS

	UNITED ROTARY BRUSH CORP	TRACTOR & EQUIPMENT CO	OLD DOMINION	SMITH EQUIPMENT
GUTTER	$123.18	$113.65	$150.00	$149.50
MANDREL	$625.00	$431.25	$600.00	
REFILL	$341.00	$345.74	$440.00	
MANDREL	$615.00	$431.25	$600.00	
REFILL	$310.00	$345.74	$419.00	

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:
02/16/2023	5774	Municipal Garage	Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Friday, March 3, 2023

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx 150-300	**STREET SWEEPER BRUSHES AND BROOMS** Brooms Gutter for Elgin Pelican Street Sweepers. Four Section-Standard Oil Tempered Gutter Broom to be provided with all mounting nuts and bolts. Keystone #30554, 250kp, Elgin #7873221 The above to be OEM/Elgin or equal Make _____ Model _____ Provide literature and specifications on product bid. In the last 12 months, the City purchased 160 gutter brooms for the Elgin Pelican Sweepers. Pricing to be firm for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) year periods. **THE ABOVE TO BE AWARDED ALL OR NONE**					
			TOTAL			

Page 1 of 5

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 5					
	THE FOLLOWING TO BE AWARDED ALL OR NONE					
Appx 2-15	Tail Broom Strip Brush Mandrel to fit Elgin Pelican Street Sweepers. United Rotary Brush Part #27-AP66/27-AP66/SS, Elgin Pelican Part #7970076, Keystone Plastics #410 All-Pro Mandrel or Equal. Make _____ Model _____ Provide literature and specifications on product bid. In the last 12 months, the City purchased 2 Mandrel for Elgin Eagle Sweepers.					
Appx 25-50	Tail Broom Strip Brush Refill for Elgin Pelican Street Sweeper. Refill consists of approximately 18 refill strips. United Rotary Brush #20-130660AP, Elgin #7873240, Keystone Plastics #466 Pelican All-Pro or Equal. Make _____ Model _____ Provide literature and specifications on product bid. In the last 12 months, the City of Mobile purchased 28 (twenty-eight) Tail Broom Strip refills for Elgin Eagle Street Sweepers. City is currently using Keystone products for the above 2 items. Pricing to be firm for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) year periods. **THE ABOVE TWO ITEMS 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.

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					
	THE FOLLOWING TO BE AWARDED ALL OR NONE					
Appx 2-15	Tail Broom Strip Brush Mandrel to fit Elgin Eagle Street Sweepers. Elgin Pelican Part #7970077, Keystone Plastics #411 All-Pro Mandrel or Equal. Make _____ Model _____ Provide literature and specifications on product bid. In the last 12 months, the City purchased 1 (one) Mandrel for Elgin Eagle Sweepers.					
Appx 25-50	Tail Broom Strip Brush Refill for Elgin Eagle Street Sweeper. Refill Elgin #797006, Keystone Plastics #466 Pelican All-Pro or Equal. Make _____ Model _____ Provide literature and specifications on product bid. In the last 12 months, the City of Mobile purchased 10 (ten) Tail Broom Strip refills for Elgin Eagle Street Sweepers. Pricing to be firm for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) year periods. **THE ABOVE TWO ITEMS 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.

BID CONTINUATION SHEET

Page_____ of_____

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

THE FOLLOWING APPLIES TO ALL ITEMS ON THIS BID

The City of Mobile has 9 (nine) Elgin Pelican Street Sweepers and 1 (one) Elgin Eagle Sweeper.

In the past, the City has had problems with non-Elgin Gutter Brooms mounting properly to the mounts on the sweepers. Holes tended not to match those on the sweepers.

Similar problems have occurred with the tail brooms.

In order to prevent this problem at the time of award, you are welcome to arrange to check one of the Pelican sweepers to see if your broom will properly fit prior to the opening of the bid.

To arrange to view one of the Pelican Sweepers contact John Evans, Municipal Garage at (251) 208-2876.

If a sample for evaluation is required, after the bid opening, vendor shall provide the sample within 5 business days of request of the City of Mobile.

Mandrels: Currently the City is using Keystone Brand mandrels and strip brooms. If the accepted low bid is for a Brand other than Keystone Brand. The successful vendor shall provide the initial replacement mandrels at no charge. After all initial or current mandrels are replaced, the City will purchase all subsequent replacement mandrels.

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.

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

Page_____ of_____

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 5 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.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE <u>any and all</u> 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 <u>before</u> 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:3/21/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dennis Aluminum Products for aluminum decorative street sign posts and extensions.
CIP

Amount of Contract:

$49,175.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230302 Dennis Agenda Summary POs	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 4:16 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
5020	2023	(2060) TRAFFIC ENGINEERING	ALUMINUM DECORATIVE STREET SIGNPOSTS AND EXTENSIONS (SEALED BID 5766)	$49,175.00	(44605) DENNIS ALUMINUM PRODUCTS

Adopted:

_____

City Clerk

```
==================================================================================
  Bill To                              |          Requisition 00005020-00  FY 2023
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |2000.80.00.0000.0000.0000.0000.0000.44020.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  910518227
  vendorinvoices@cityofmobile.org      |Status: Approved                   Page 1
==================================================================================
  Vendor                                   Ship To
  DENNIS ALUMINUM PRODUCTS                 TRAFFIC ENGINEERING
  12654 WOODLAND DR                        852 GAYLE STREET

                                           MOBILE, AL 36604
  FOLEY, AL 36535                          MARYBETH.BERGIN@CITYOFMOBILE.ORG

  Tel#251-978-8161                         Delivery Reference
      Fax 251-949-6608                     MARYBETH BERGIN

                                           Deliver To
                                           TRAFFIC ENGINEERING
                                           852 GAYLE STREET

                                           MOBILE, AL 36604


----------------------------------------------------------------------------------
  Date        |Vendor |Date     |Ship      |         |
  Ordered     |Number |Required |Via       |Terms    |Department
----------------------------------------------------------------------------------
  02/27/23    |044605 |         |                    |TRAFFIC ENGINEERING
----------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

001 POST SIGN, DECORATIVE, ALUMINUM,            75.00      595.00000      44625.00
    3" O.D. X 12' LENGTH, WITH                   EACH
    CASTINGS #8397, 8396, & 9539, TO
    HAVE ALODIZED FINISH POWDER COATED
    GLOSS BLACK.   VENDOR TO PROVIDE
    DAP 12 DEC PC OR EQUAL.   AS PER
    MY BID 5510 AND YOUR QUOTE.
    Vendor Item
    Inventory Item/Loc 17177

   1 2000.80.00.0000.0000.0000.0000.0000.44020.
     E C0556     .OPERSUPPLS.          .                                44625.00

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

    Deliver To
    TRAFFIC ENGINEERING
    852 GAYLE STREET
    MOBILE, AL 36604


002 POST, DECORATIVE SIGN ALUMINUM              70.00       65.00000       4550.00
    EXTENSION, 24" WITH 9/16" HOLES.             EACH
    3 1/2" OD WITH 3/16 INCH WALL
    THICKNESS 9/16 HOLE DRILLED 8
```

```
==============================================================================
  Bill To                              |          Requisition 00005020-00  FY 2023
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |2000.80.00.0000.0000.0000.0000.0000.44020.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  910518227
  vendorinvoices@cityofmobile.org      |Status: Approved                   Page 2
==============================================================================
  Vendor                                   Ship To
  DENNIS ALUMINUM PRODUCTS                 TRAFFIC ENGINEERING
  12654 WOODLAND DR                        852 GAYLE STREET

                                           MOBILE, AL 36604
  FOLEY, AL 36535                          MARYBETH.BERGIN@CITYOFMOBILE.ORG

  Tel#251-978-8161                         Delivery Reference
      Fax 251-949-6608                     MARYBETH BERGIN

                                           Deliver To
                                           TRAFFIC ENGINEERING
                                           852 GAYLE STREET

                                           MOBILE, AL 36604


------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  02/27/23   |044605 |         |                    |TRAFFIC ENGINEERING
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price
    INCHES FROM END OF PIPE.
    DECPEXTSTD.  VENDOR TO PROVIDE DEP
    EXT STD OR EQUAL, WITH ALODIZED
    FINISH.   AS PER MY BID 5510 AND
    YOUR QUOTE.
    Vendor Item
    Inventory Item/Loc 17175

   1 2000.80.00.0000.0000.0000.0000.0000.44020.
     E C0556     .OPERSUPPLS.          .                                4550.00

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

    Deliver To
    TRAFFIC ENGINEERING
    852 GAYLE STREET
    MOBILE, AL 36604
```

Requisition Link

```
                                Requisition Total                        49175.00

     ***** Project Ledger Summary Section *****
     Account                                          Amount  Remaining Budget
     E C0556     .OPERSUPPLS.          .            49175.00             98.44

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

Bill To	Requisition 00005020-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
DENNIS ALUMINUM PRODUCTS	TRAFFIC ENGINEERING
12654 WOODLAND DR	852 GAYLE STREET
	MOBILE, AL 36604
FOLEY, AL 36535	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#251-978-8161	Delivery Reference
Fax 251-949-6608	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/23	044605				TRAFFIC ENGINEERING

Account	Amount	Remaining Budget
Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	49175.00	4302861.30
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	01/27/23	MARYBETH BERGIN	
Approved	01/27/23	JENNIFER WHITE	Auto approved by: 910515265
Approved	02/27/23	MARYBETH BERGIN	
Approved	02/27/23	JENNIFER WHITE	Auto approved by: 910515265
Approved	01/27/23	BRENDA RHODES	
Approved	01/27/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/27/23	RELYA MALLORY	Auto approved by: 910511034
Approved	02/27/23	BRENDA RHODES	
Approved	02/27/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	02/27/23	RELYA MALLORY	Auto approved by: 910511034
Unknown	02/24/23	SANDRA LEWIS	
Rejected	02/27/23	SANDRA LEWIS	PER CONVERSATION
Approved	02/27/23	DONALD ROSE	Auto approved by: 910518227
Approved	02/27/23	SANDRA LEWIS	
Approved	02/27/23	KAREN NAMAN	Auto approved by: 910518227
Approved	02/27/23	JOHN PAINE	Auto approved by: 910518227
Approved	02/27/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5766

POST ALUMINUM

	VENDOR	POST ALUMINUM DAP12DEC WITH DECORATIVE BASE/COLLAR/TOP FINIAL	POST ALUMINUM DECORATIVE SIGN POST EXTENSION	
1	CONSOLIDATED ELECTRIC DISTRIBUTOR	NO BID	NO BID	
2	DENNIS ALUMINUM PRODUCTS	$ 595.00	$ 65.00	
3	OUTDOOR ALUMINUM	NO BID	NO BID	

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:
01/31/2023	5766	Traffic Engineering	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, February 17, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx 1–200	**POST ALUMINUM** **The following 2 items to be awarded All or None:** **Post Aluminum 12' Length as per the following and attached:** Decorative Aluminum Sign Posts complete as follows: • Posts shall be aluminum 12 foot long – 3 inch O.D. x .125 inch wall thickness. • Finish shall be alodized, suitable for painting. • Included in posts and installed on posts shall be a decorative base #8397. • A decorative collar #8396 and a decorative top finial #9539. • The decorative parts shall be installed on the posts using stainless steel set screws. • All necessary holes shall be drilled and tapped for installation. • Two 9/16 inch holes shall be drilled 18 inches from the bottom of the post and a 6 inch long 9/16 inch diameter rod shall be provided with each post for the City to insert at time of installation. • Post shall be alloy 6063-T6, full hard. • Complete poles shall be adequately wrapped to protect finish from damage during shipping and handling. • Complete specifications shall be submitted with bid. • All part numbers are from Dennis Aluminum. • No predrilled holes for signs. • Posts shall be powder coated gloss black before delivery to the City of Mobile. Dennis Aluminum #DAP12DEC or equal. Make _____ Model _____ Page 1 of 3					
			TOTAL			

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

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3					
Appx 1–200	Decorative Sign Post Extension. • Aluminum pipe Alloy 6063-T6 3 ½ inch O.D. with 3/16 inch wall thickness Alodized Finish. • 9/16 inch holes drilled for ½ inch Aluminum Rod. • 9/16 inch holes to be drilled 8 inches from end of the pipe. Make _____ Model _____					
	The following applies to all above items: The City reserves the right to request a sample(s) prior to award of this bid. 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.					
			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

Page_____ of_____

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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. No questions will be answered 5 days before bid opening. Vendor must include contact information with this bid. Pricing to be firm for a (6) six-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for (5) five additional (6) six-month periods.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

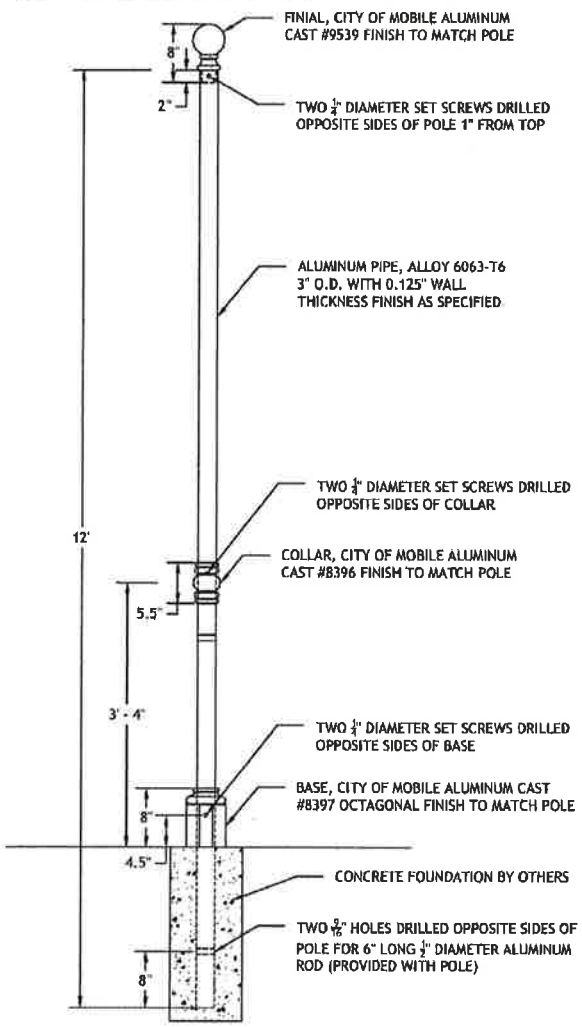
READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

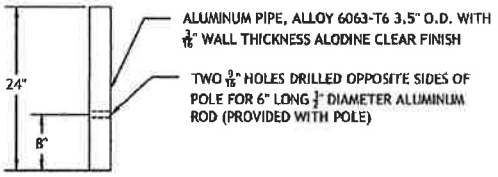
By _____

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

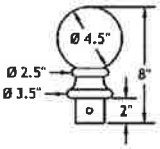
TYPE B DECORATIVE SIGN POST



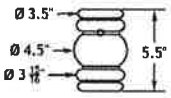
DECORATIVE SIGN POST EXTENSION



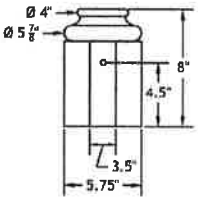
FINIAL



COLLAR



BASE



NOTES:

1. COMPLETE TYPE B SIGN POST INCLUDES PIPE, FINIAL, COLLAR, BASE, ROD AND SET SCREWS AS ILLUSTRATED. POST EXTENSION TO INCLUDE PIPE ONLY.
2. FINISH TO BE BLACK POWDER COATED
3. DECORATIVE FINIAL, COLLAR AND BASE TO BE CITY OF MOBILE CASTING. DIMENSIONS PROVIDED ABOVE ARE FOR ILLUSTRATIVE PURPOSES ONLY.
4. NO PREDRILLED HOLES FOR SIGNS.

CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEERING DEPARTMENT

DECORATIVE SIGN POSTS
TYPE B

STANDARD DRAWING TE-2	SHEET 1 of 1	12/29/2020

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 <u>any and all</u> 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 <u>before</u> 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:3/21/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Trantex Transportation Products of Texas Inc for 18 traffic control speed cushions for Traffic Engineering.
Capital supplies

Amount of Contract:

$16,468.38

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230306 Trantex Agenda Package POs	Cover Memo	3/6/2023
REVISED resolution	Cover Memo	3/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 2:09 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
6335	2023	(2060) TRAFFIC ENGINEERING	18 TRAFFIC CONTROL SPEED CUSHIONS FOR TRAFFIC ENGINEERING (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$16,46.38	(297168) TRANTEX TRANSPORTATION PRODUCTS OF TEXAS INC.

Adopted:

_____

City Clerk

```
==============================================================================
  Bill To                              |          Requisition 00006335-00  FY 2023
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |2000.80.00.0000.0000.0000.0000.0000.44020.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  910518227
  vendorinvoices@cityofmobile.org      |Status: Released                   Page 1
==============================================================================
  Vendor                                  Ship To
  Trantex Transportation Products of TexaTRAFFIC ENGINEERING
  1475 BEAULIEU LANE                      852 GAYLE STREET

                                          MOBILE, AL 36604
  PORT ALLEN, LA 70767                    ALEXONDRIA.NIXON@CITYOFMOBILE.ORG

                                          Delivery Reference
                                          ALEXONDRIA NIXON

                                          Deliver To
                                          TRAFFIC ENGINEERING
                                          852 GAYLE STREET

                                          MOBILE, AL 36604


------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  02/23/23   |297168 |         |                    |TRAFFIC ENGINEERING
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

    General Notes
    -------------


    AS PER YOUR QUOTE AND BUY BOARD CONTRACT 608-20
001 SPEED CUSHION, 7'L X 6'W X 3"H,            12.00      914.91000      10978.92
    COMPRESSION MOLDED, SYNTHETIC AND           EACH
    NATURAL RUBBER COMPOSITE, MINIMUM
    500 PSI FOR STRENGTH, MINIMUM 70A
    FOR SHORE HARDNESS, WITH RUBBER 2
    ARROWS, TRAFFICLOGIX SC76A
    Additional Description Notes
    -------------
    VENDOR TO SUPPLY TRAFFICLOGIX SC76A


   1 2000.80.00.0000.0000.0000.0000.0000.44020.
     E C0056     .OPERSUPPLS.          .                                10978.92

    Ship To
    TRAFFIC ENGINEERING
    852 GAYLE STREET
    MOBILE, AL 36604
    Delivery Reference
    ALEXONDRIA NIXON

    Deliver To
    TRAFFIC ENGINEERING
    852 GAYLE STREET
    MOBILE, AL 36604
```

```
==============================================================================
  Bill To                            |          Requisition 00006335-00  FY 2023
  ACCOUNTS PAYABLE                   |
  P O BOX 389                        |Acct No:
                                     |2000.80.00.0000.0000.0000.0000.0000.44020.
  MOBILE, AL                         |Review:
  36601                              |Buyer:  910518227
  vendorinvoices@cityofmobile.org    |Status: Released                  Page 2
==============================================================================
  Vendor                                Ship To
  Trantex Transportation Products of TexaTRAFFIC ENGINEERING
  1475 BEAULIEU LANE                    852 GAYLE STREET

                                        MOBILE, AL 36604
  PORT ALLEN, LA 70767                  ALEXONDRIA.NIXON@CITYOFMOBILE.ORG

                                        Delivery Reference
                                        ALEXONDRIA NIXON

                                        Deliver To
                                        TRAFFIC ENGINEERING
                                        852 GAYLE STREET

                                        MOBILE, AL 36604


------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  02/23/23   |297168 |         |                    |TRAFFIC ENGINEERING
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price


002 SPEED CUSHION, 7'L X 6'W X 3"H,             6.00      914.91000       5489.46
    COMPRESSION MOLDED, SYNTHETIC AND           EACH
    NATURAL RUBBER COMPOSITE, MINIMUM
    500 PSI FOR STRENGTH, MINIMUM 70A
    FOR SHORE HARDNESS,
    Additional Description Notes
    -------------
    VENDOR TO TRAFFICLOGIX SC76B

   1 2000.80.00.0000.0000.0000.0000.0000.44020.
     E C0056     .OPERSUPPLS.          .                                5489.46

    Ship To
    TRAFFIC ENGINEERING
    852 GAYLE STREET
    MOBILE, AL 36604
    Delivery Reference
    ALEXONDRIA NIXON

    Deliver To
    TRAFFIC ENGINEERING
    852 GAYLE STREET
    MOBILE, AL 36604
```

Requisition Link

```
                                Requisition Total                        16468.38

     ***** Project Ledger Summary Section *****
     Account                                          Amount  Remaining Budget
```

```
==============================================================================
  Bill To                              |          Requisition 00006335-00  FY 2023
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |2000.80.00.0000.0000.0000.0000.0000.44020.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  910518227
  vendorinvoices@cityofmobile.org      |Status: Released                  Page 3
==============================================================================
  Vendor                                  Ship To
  Trantex Transportation Products of TexaTRAFFIC ENGINEERING
  1475 BEAULIEU LANE                      852 GAYLE STREET

                                          MOBILE, AL 36604
  PORT ALLEN, LA 70767                    ALEXONDRIA.NIXON@CITYOFMOBILE.ORG

                                          Delivery Reference
                                          ALEXONDRIA NIXON

                                          Deliver To
                                          TRAFFIC ENGINEERING
                                          852 GAYLE STREET

                                          MOBILE, AL 36604


------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  02/23/23   |297168 |         |                    |TRAFFIC ENGINEERING
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price
     E C0056     .OPERSUPPLS.          .              16468.38          68653.94

     ***** General Ledger Summary Section *****
     Account                                            Amount  Remaining Budget
     2000.80.00.0000.0000.0000.0000.0000.44020.
                                                        16468.38
        CAPITAL IMPROVEMENTS FUND EXP   OPERATING SUPPLIES

     ***** Approval/Conversion Info *****
     Activity  Date       Clerk                 Comment
     CCancelled03/03/23   SANDRA LEWIS            GL Allocation, GL Allocation c
     Approved  02/28/23   MARYBETH BERGIN         Auto approved by: 91054000
     Approved  02/28/23   JENNIFER WHITE
     Approved  03/04/23   MARYBETH BERGIN
     Approved  03/04/23   JENNIFER WHITE          Auto approved by: 910515265
     Approved  02/28/23   BRENDA RHODES
     Approved  02/28/23   TIFFANY HOLLINS         Auto approved by: 910511034
     Approved  02/28/23   RELYA MALLORY           Auto approved by: 910511034
     Approved  03/06/23   BRENDA RHODES
     Approved  03/06/23   TIFFANY HOLLINS         Auto approved by: 910511034
     Approved  03/06/23   RELYA MALLORY           Auto approved by: 910511034
     Queued    03/06/23   DONALD ROSE            Auto approved by: 910511034
     Queued    03/06/23   SANDRA LEWIS           Auto approved by: 910511034
     Queued    03/06/23   KAREN NAMAN            Auto approved by: 910511034
     Queued    03/06/23   JOHN PAINE             Auto approved by: 910511034
     Queued    03/06/23   MICHAEL SPAFFORD       Auto approved by: 910511034


              Authorized By:  ____________________________  Date: _____________
                                     Signature
```

Home
About BuyBoard
Current Proposal Invitations
Proposal Submission Instructions
How to Register
Promotion
Proposal Tabulation Sheets
Resources
Registered Vendor Login

Proposal Tabulation Sheets

All proposal tabulation sheets are available in PDF format and may take a few minutes to download. If you have questions regarding any sheet, please contact the Procurement Department at 800.695.2919 or e-mail bids@buyboard.com.

Proposal No.	Proposal Description	Contract Effective Date
581-19	Job Order Contracting (RS Means)	4/1/2019–3/31/2024
601-19	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor	12/1/2019-11/30/2023
602-20	Energy Saving Lighting Products	4/1/2020–3/31/2023
603-20	Public Safety and Firehouse Supplies and Equipment	4/1/2020–3/31/2023
604-20	Radio Communications and Video Recording Products and Services	4/1/2020–3/31/2023
605-20	Residential/Commercial Refuse, Recycling and Disposal Services and Containers	4/1/2020–3/31/2023
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612-20	Cold Mix Asphalt and Parking/Road Striping Services	6/1/2020–5/31/2023
613-20	Swimming Pool Chemicals, Supplies and Equipment	6/1/2020–5/31/2023
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616-20	Copier Equipment and Supplies	9/1/2020–8/31/2023
617-20	Mobile Command, Emergency Management, and Bioterrorist Vehicles	9/1/2020–8/31/2023
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619-20	Musical Instruments, Equipment, and Repair	9/1/2020–8/31/2023
620-20	Auction Services	9/1/2020–8/31/2023
622-20	Election Voting Systems Equipment and Supplies	9/1/2020–8/31/2023
623-20	Pest Control Management Services	9/1/2020–8/31/2023
625-20	Copy/Print and Document Management Services	12/1/2020-11/30/2023
626-20	Water Utility Meters and Monitoring Services	12/1/2020-11/30/2023
627-20	Unmanned Aerial Vehicles and Surveillance Services	12/1/2020-11/30/2023
628-20	Electric Vehicle Charging Stations	12/1/2020-11/30/2023
629-20	Automotive Parts, Supplies and Equipment	12/1/2020-11/30/2023
630-20	School Buses, Options, and Parts	12/1/2020-11/30/2023
631-20	HVAC Equipment, Supplies, and Installation of HVAC Equipment	12/1/2020-11/30/2023

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 Buyboard 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

To Whom It May Concern,

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Prior to utilizing BuyBoard, 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 BuyBoard or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard'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

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
6335	2023	(2060) TRAFFIC ENGINEERING	18 TRAFFIC CONTROL SPEED CUSHIONS FOR TRAFFIC ENGINEERING (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$16,468.38	(297168) TRANTEX TRANSPORTATION PRODUCTS OF TEXAS INC.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Trantex Transportation Products of Texas, Inc for polyethylene traffic control barricades for Traffic Engineering.
CIP

Amount of Contract:

$149,800.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230309 Trantex Agenda Package POs	Cover Memo	3/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 2:09 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
6326	2023	(2060) TRAFFIC ENGINEERING	POLYETHYLENE TRAFFIC CONTROL BARRICADES FOR TRAFFIC ENGINEERING (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$149,800.00	(297168) TRANTEX TRANSPORTATION PRODUCTS OF TEXAS, INC

Adopted:

_____

City Clerk

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==============================================================================
  Bill To                              |          Requisition 00006326-00  FY 2023
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |2000.80.00.0000.0000.0000.0000.0000.44020.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  910518227
  vendorinvoices@cityofmobile.org      |Status: Released                   Page 1
==============================================================================
  Vendor                                  Ship To
  Trantex Transportation Products of TexaTRAFFIC ENGINEERING
  1475 BEAULIEU LANE                      852 GAYLE STREET

                                          MOBILE, AL 36604
  PORT ALLEN, LA 70767                    ALEXONDRIA.NIXON@CITYOFMOBILE.ORG

                                          Delivery Reference
                                          ALEXONDRIA NIXON

                                          Deliver To
                                          TRAFFIC ENGINEERING
                                          852 GAYLE STREET

                                          MOBILE, AL 36604


------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  02/23/23   |297168 |         |                    |TRAFFIC ENGINEERING
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

    General Notes
    -------------


    AS PER BUY BOARD CONTRACT 608-20 AND YOUR QUOTE
001 PLASTIC BARRICADE, MADE OF                  50.00      187.25000       9362.50
    UV-RESISTANT HIGH-DENSITY                    EACH
    POLYETHYLENE (HDPE), 96 IN LENGTH,
    42 IN HEIGHT, SELF- SUPPORTED,
    FOLDED FEET, INTERLOCKING
    MECHANISM, BUILT-IN MOLDED INSERTS,
     ACCESS TO MOUNT SIGNAGE IN MIDDLE
    EITH THROUGH BOLT HOLES OR CLIPS,
    COLOR ORANGE,
    Additional Description Notes
    -------------
    VENDOR TO PROVIDE OTW SAFETY CC 42X96-ORANGE

   1 2000.80.00.0000.0000.0000.0000.0000.44020.
     E E0042     .OPERSUPPLS.          .                                 9362.50

    Ship To
    TRAFFIC ENGINEERING
    852 GAYLE STREET
    MOBILE, AL 36604
    Delivery Reference
    ALEXONDRIA NIXON

    Deliver To
    TRAFFIC ENGINEERING
```

Bill To	Requisition 00006326-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
Trantex Transportation Products of Texa	TRAFFIC ENGINEERING
1475 BEAULIEU LANE	852 GAYLE STREET
	MOBILE, AL 36604
PORT ALLEN, LA 70767	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
	Delivery Reference
	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/23	297168				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			
002	PLASTIC BARRICADE, MADE OF UV-RESISTANT HIGH-DENSITY POLYETHYLENE (HDPE), 96 IN LENGTH, 42 IN HEIGHT, SELF- SUPPORTED, FOLDED FEET, INTERLOCKING MECHANISM, BUILT-IN MOLDED INSERTS, ACCESS TO MOUNT SIGNAGE IN MIDDLE EITH THROUGH BOLT HOLES OR CLIPS, COLOR BLUE Additional Description Notes --- VENDOR TO PROVIDE OTW SAFETY CC 42X96-ROYAL BLUE	750.00 EACH	187.25000	140437.50
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0042 .OPERSUPPLS. .			140437.50

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
ALEXONDRIA NIXON

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

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==============================================================================
  Bill To                            |          Requisition 00006326-00  FY 2023
  ACCOUNTS PAYABLE                   |
  P O BOX 389                        |Acct No:
                                     |2000.80.00.0000.0000.0000.0000.0000.44020.
  MOBILE, AL                         |Review:
  36601                              |Buyer:  910518227
  vendorinvoices@cityofmobile.org    |Status: Released                   Page 3
==============================================================================
  Vendor                                Ship To
  Trantex Transportation Products of TexaTRAFFIC ENGINEERING
  1475 BEAULIEU LANE                    852 GAYLE STREET

                                        MOBILE, AL 36604
  PORT ALLEN, LA 70767                  ALEXONDRIA.NIXON@CITYOFMOBILE.ORG

                                        Delivery Reference
                                        ALEXONDRIA NIXON

                                        Deliver To
                                        TRAFFIC ENGINEERING
                                        852 GAYLE STREET

                                        MOBILE, AL 36604


------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  02/23/23   |297168 |         |                    |TRAFFIC ENGINEERING
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

Requisition Link
                              Requisition Total                        149800.00

     ***** Project Ledger Summary Section *****
     Account                                            Amount  Remaining Budget
     E E0042     .OPERSUPPLS.          .             149800.00         128830.20

     ***** General Ledger Summary Section *****
     Account                                            Amount  Remaining Budget
     2000.80.00.0000.0000.0000.0000.0000.44020.
                                                      149800.00
        CAPITAL IMPROVEMENTS FUND EXP   OPERATING SUPPLIES

     ***** Approval/Conversion Info *****
     Activity  Date       Clerk                 Comment
     CCancelled03/07/23   SANDRA LEWIS            GL Allocation, GL Allocation c
     Approved  02/28/23   MARYBETH BERGIN         Auto approved by: 91054000
     Approved  02/28/23   JENNIFER WHITE
     Approved  03/08/23   MARYBETH BERGIN
     Approved  03/08/23   JENNIFER WHITE          Auto approved by: 910515265
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     Queued    03/08/23   JOHN PAINE             Auto approved by: 910511034
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  ACCOUNTS PAYABLE                     |
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  Vendor                                  Ship To
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                                          Deliver To
                                          TRAFFIC ENGINEERING
                                          852 GAYLE STREET

                                          MOBILE, AL 36604


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  Ordered    |Number |Required |Via       |Terms    |Department
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----------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price
     Queued    03/08/23   MICHAEL SPAFFORD         Auto approved by: 910511034


              Authorized By:  ____________________________  Date: _____________
                                   Signature
```

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

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October 1, 2022

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Alabama Municipalities
City and County Boards of Education

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Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to UJ Chevrolet Co Inc for one Chevrolet Suburban SUV for MPD.
General fund.

Amount of Contract:

$62,575.57

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230302 UJ Agenda Package POs	Cover Memo	3/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 2:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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Requisition	Fiscal Year	Department	Description	Amount	Vendor
4992	2023	(F7000) MOTOR POOL	CHEVROLET SUBURBAN SUV FOR MPD (SEALED BID 5769)	$62,575.57	(210000) UJ CHEVROLET CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00004992-00 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
U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTRER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	210000	01/26/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SIZE SUV AS SPECIFIED: 2023 OR NEWER CHEVROLET SUBURBAN PREMIER, BLACK EXTERIOR WITH JET BLACK INTERIOR, 5.3L V8 ENGINE, AND 2WD. AS PER CITY OF MOBILE BID 35769 AND YOUR QUOTE	1.00 EACH	62575.57000	62575.57

Additional Description Notes

2023 OR NEWER CHEVROLET SUBURBAN PREMIER, BLACK EXTERIOR WITH JET BLACK INTERIOR, 5.3L V8 ENGINE, AND 2WD. REQUESTED BY THE POLICE DEPT FOR THE MAYOR.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01530 .VEHICLEEXP. . 62575.57

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTRER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 62575.57

```
==============================================================================
  Bill To                            |          Requisition 00004992-00  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
  U J CHEVROLET CO INC                    MOTOR POOL
  7581 AIRPORT BLVD                       745 BROAD STREET

                                          MOBILE, AL 36604
  MOBILE, AL 36608                        CARTERD@CITYOFMOBILE.ORG

  Tel#251-633-3321                        Delivery Reference
      Fax 251-452-0066                    DIANE CARTRER-MCCARTY

                                          Deliver To
                                          MOTOR POOL
                                          745 BROAD STREET

                                          MOBILE, AL 36604


------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  01/26/23   |210000 |01/26/23 |                    |MOTOR POOL
------------------------------------------------------------------------------
 LN Description / Account                          Qty     Unit Price     Net Price
     ***** Project Ledger Summary Section *****
     Account                                                Amount  Remaining Budget
     E MP01530   .VEHICLEEXP.          .                 62575.57         435029.29

     ***** General Ledger Summary Section *****
     Account                                                Amount  Remaining Budget
     7000.40.20.0000.0000.2070.0000.0000.47120.
                                                          62575.57
        MOTOR POOL EXP                   VEHICLE ACQ (GREATER $5000)

     ***** Approval/Conversion Info *****
     Activity  Date       Clerk                  Comment
     Approved  01/26/23   CHARLES SUMRALL          Review And Approve
     Approved  01/30/23   KINA ANDREWS             Auto approved by: 910520042
     Approved  01/30/23   JAMES DELAPP             Auto approved by: 910520042
     Approved  01/30/23   CASI CALLAWAY            Auto approved by: 910520042
     Approved  01/30/23   MARC VASSALLO
     Approved  02/24/23   DONALD ROSE              Auto approved by: 9105paij
     Approved  02/24/23   SANDRA LEWIS             Auto approved by: 9105paij
     Approved  02/24/23   KAREN NAMAN              Auto approved by: 9105paij
     Approved  02/24/23   JOHN PAINE
     Approved  02/24/23   MICHAEL SPAFFORD         Auto approved by: 9105paij


              Authorized By:  ____________________________  Date: _____________
                                   Signature
```

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
02/06/2023	5769	Municipal Garage	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, February 24, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx. 1-2	**LARGE SPORTS UTILITY VEHICLE** 2023 year or newer model 2WD large Sports Utility Vehicle, use with equipment options as below and following **MINIMUM** specifications: Chevrolet Suburban Premier 2WD or Equivalent. Year, Make & Model_____ Additional vehicles can be listed on a separate sheet and attached. Furnish Literature and Specifications. Vehicle may be on lot or will be delivered within 3 weeks of the award of this bid and issuance of a Purchase Order. Time to deliver vehicle after receipt of order/award _____ Vendor shall identify the specific vehicle within 2 days of award by VIN and deliver the vehicle identified within 3 weeks of the award of this bid. Upon award the City will purchase one (1) Chevrolet Suburban Premier 2WD or equal and may buy up to one (1) additional if budget allows. Color to be black. Include Certificate of Title in your bid price. The City reserves the right to inspect any vehicle bid prior to award.					
			TOTAL			

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

Page 1 of 3

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

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

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

If vehicle is picked up by a City employee, there will be a $1,000.00 deduction from the payment to the vendor of price bid.

Business License Required (See Instruction #14).

Upon award the City of Mobile will purchase one (1) Sport Utility Vehicle.

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.

			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
	Page 3 of 3 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. Delivery may be a consideration in the award of this bid. **CITY WILL AWARD VEHICLES BASED ON PRICING ITEM BASIS.**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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 <u>any and all</u> 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 <u>before</u> 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:3/21/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to C&H Constructions Service LLC for one Wanco mini-message board and trailer Cruise Terminal.
Port Security Grant.

Amount of Contract:

$16,755.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230306 CH Agenda Package POs	Cover Memo	3/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 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
4978	2023	(F6020) CRUISE TERMINAL	WANCO MINI MESSAGE BOARD WITH TRAILER FOR CRUISE TERMINAL (SEALED BID 5772)	$16,755.00	(287601) C & H CONSTRUCTION SERVICES LLC.

Adopted:

_____

City Clerk

```
==================================================================================
  Bill To                              |          Requisition 00004978-00  FY 2023
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |5309.30.15.0000.0000.1530.0000.0000.47010.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  910518227
  vendorinvoices@cityofmobile.org      |Status: Approved                   Page 1
==================================================================================
  Vendor                                   Ship To
  C & H CONSTRUCTION SERVICES LLC          CRUISE TERMINAL
  P O BOX 2252                             201 SOUTH WATER ST

                                           MOBILE, AL 36602
  DAPHNE, AL 36526                         GLENDA.CHAMBERS@CITYOFMOBILE.ORG

  Tel#251-402-0650                         Delivery Reference
      Fax 251-973-9600                     GLENDA

                                           Deliver To
                                           CRUISE TERMINAL
                                           201 SOUTH WATER ST

                                           MOBILE, AL 36602


----------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
----------------------------------------------------------------------------------
  01/26/23   |287061 |         |                    |CRUISE TERMINAL
----------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

    General Notes
    -------------



    AS PER MY BID 5772 AND YOUR BID RESPONSE
001 TRAFFIC CONTROL DEV NON-ELECTR              1.00    16755.00000      16755.00
    WANCO WVTMM-L   Warehouse: JACK             EACH
    Power:Batteries, solar  Deployed
    footprint 68x55"  Sign Cabinet:
    96x48" Deployed Ht. 134" Weight:
    1500 lbs.  Tires: 15"  Fonts: 12
    Travel Ht: 92"  Display: 60x30
    pixel
    Additional Description Notes
    -------------
    VENDOR TO SUPPLY WANCO WVTMM-L
    Vendor Item
    Vendor Item No.: WANCO  WVTMM-L

   1 5309.30.15.0000.0000.1530.0000.0000.47010.
     E G-PDPORT21.INVJUST4  .MESSBOARD .                                16755.00

    Ship To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    GLENDA
```

Bill To	Requisition 00004978-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5309.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
C & H CONSTRUCTION SERVICES LLC	CRUISE TERMINAL
P O BOX 2252	201 SOUTH WATER ST
	MOBILE, AL 36602
DAPHNE, AL 36526	GLENDA.CHAMBERS@CITYOFMOBILE.ORG
Tel#251-402-0650	Delivery Reference
Fax 251-973-9600	GLENDA
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	287061				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602			

Requisition Link

Requisition Total 16755.00

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

Account	Amount	Remaining Budget
E G-PDPORT21.INVJUST4 .MESSBOARD .	16755.00	134892.00

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

Account	Amount	Remaining Budget
5309.30.15.0000.0000.1530.0000.0000.47010.	16755.00	

PORT SECURITY GRANT EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	03/02/23	SANDRA LEWIS	Requisition item removed chang
CCancelled	03/02/23	RANDY THREADGILL	GL Allocation changed
CCancelled	03/02/23	SANDRA LEWIS	GL Allocation changed
Approved	01/27/23	TAYLOR HARRIS	Auto approved by: 910519482
Approved	01/27/23	NANCY NGUYEN	Auto approved by: 910519482
Approved	01/27/23	TRAVIS MARSHALL	
Approved	01/27/23	LAPORTSIA NETTLES	Auto approved by: 910519482
Approved	01/27/23	RANDY THREADGILL	Auto approved by: 910519482
Approved	03/02/23	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	03/02/23	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	03/02/23	LAPORTSIA NETTLES	Auto approved by: 9105thrr

Bill To	Requisition 00004978-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5309.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
C & H CONSTRUCTION SERVICES LLC	CRUISE TERMINAL
P O BOX 2252	201 SOUTH WATER ST
	MOBILE, AL 36602
DAPHNE, AL 36526	GLENDA.CHAMBERS@CITYOFMOBILE.ORG
Tel#251-402-0650	Delivery Reference
Fax 251-973-9600	GLENDA
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	287061				CRUISE TERMINAL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/02/23	RANDY THREADGILL			
	Approved	03/02/23	TAYLOR HARRIS		Auto approved by: 910520251	
	Approved	03/02/23	TRAVIS MARSHALL		Auto approved by: 910520251	
	Approved	03/02/23	LAPORTSIA NETTLES			
	Approved	03/02/23	RANDY THREADGILL		Auto approved by: 910520251	
	Unknown	03/02/23	SANDRA LEWIS			
	Approved	03/03/23	DONALD ROSE		Auto approved by: 910518227	
	Approved	03/03/23	SANDRA LEWIS			
	Approved	03/03/23	KAREN NAMAN		Auto approved by: 910518227	
	Approved	03/03/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	03/03/23	MICHAEL SPAFFORD		Auto approved by: 910518227	
	Approved	03/03/23	ANNE FOLEY		Auto approved by: 910518227	
	Approved	03/03/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5772

MINI MESSAGE BOARD SIGN AND TRAILER

VENDOR	WANCO MINI MESSAGE BOARD AND TRAILER MODEL WVTMM-L
C & H CONSTRUCTION SERVICES, LLC	$ 16,755.00
TRANSAFE	$ 19,998.000
SAFETY ZONE HOLDINGS, INC DBA SAFETY ZONE SPECIALISTS	$ 17,290.00
PROLOGIC ITS	$ 18,301.85
UTILICOM SUPPLY ASSOCIATES, LLC	$ 23,465.00

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: 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	5772	CRUISE TERMINAL	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, March 2, 2023

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Qty 1-5	**MINI MESSAGE BOARD SIGN & TRAILER** Wanco Mini Message Board and Trailer Model WVTMM-L or equal as per the following specifications: • SOLAR AND BATTERY POWERED • THREE LINES OF EIGHT 14" LED CHARACTERS • SIGN SHOULD CONTINUE TO OPERATE FOR AT LEAST 20 DAYS WITH ON BATTERY • BATTERY CHARGER INCLUDED • HYDRAULIC TOWER LIFT • TELESCOPING TOWER WITH 360 DEGREE ROTATION • FULL SIZE COMPUTER CONSOLE • ORANGE IN COLOR • AMBER ALERT READY • ABILITY TO CUTOMIZE MESSAGES • EASY TO PROGRAM PASSWORD PROTETION • LOCKABLE CONTROL BOX AND BATTERY COMPARTMENT STANDARD 2 INCH BALL COUPIER TOW HITCH • FULL MATRIX MESSAGE DISPLAY IN 2 SIZES • SMALL FOOTPRINT • PREPROGRAMMED, CUSTOM AND MUTCD GRAPHICS • DISPLAY CABINET ROTATES INDEPENDENT OF THE TRAILER Make _____ Model _____ Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

Page_____ of _____

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

Page 2 of 3

All Vendors mandatory certification – INITIAL IN THE APPROPRIATE BOXES BELOW. Failure to initial in the appropriate boxes below will render your bid NON-responsive.

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. 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).

			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

Page_____ of_____

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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.**					
			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 <u>any and all</u> 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 <u>before</u> 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:3/21/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for annual subscription for Terranova Security Awareness Training Library Services for MIT.
General fund.

Amount of Contract:

$18,898.64

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230308 SHI Agenda Package POs	Cover Memo	3/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 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
6323	2023	(5000) INFORMATION TECHNOLOGY	ANNUAL SUBSCRIPTION FOR TERRANOVA SECURITY AWARENESS TRAINING LIBRARY SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$18,898.64	(272641) SHI INTERNATIONAL CORP

Adopted:

_____

City Clerk

Bill To	Requisition 00006323-00 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

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	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
02/23/23	272641	02/23/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---------- PRICE PER Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI SEND P.O. TO: ANTHONY_BALISTRERI@SHI.COM			
001	Security Awareness Library - Ultimate Bundle Terranova Worldwide Corporation - Coverage Term: 3/1/2023 – 2/29/2024 Note: 2000 users Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI AND QUOTE #23128197.	1.00 EACH	18898.64000	18898.64
1	1000.10.23.5000.5000.5000.0000.0000.42150.			18898.64

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

```
==================================================================================
  Bill To                              |          Requisition 00006323-00  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
  SHI INTERNATIONAL CORP                   MIT
  290 DAVIDSON AVE                         651 CHURCH STREET

                                           MOBILE, AL 36602
  SOMERSET, NJ 08873                       ASHLEY.TODD@CITYOFMOBILE.ORG

  Tel#732-715-3197                         Delivery Reference
      Fax 732-868-6055                     CHATU

                                           Deliver To
                                           MIT
                                           651 CHURCH STREET

                                           MOBILE, AL 36602


----------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
----------------------------------------------------------------------------------
  02/23/23   |272641 |02/23/23 |                    |INFORMATION TECHNOLOGY
----------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price
Requisition Link
                                Requisition Total                       18898.64

     ***** General Ledger Summary Section *****
     Account                                            Amount  Remaining Budget
     1000.10.23.5000.5000.5000.0000.0000.42150.
                                                      18898.64         946387.48
        INFORMATION TECHNOLOGY EXP      MAINTENANCE & REPAIRS

     ***** Approval/Conversion Info *****
     Activity  Date       Clerk                 Comment
     Approved  02/23/23   GREG HOLLIDAY           Auto approved by: 91057606
     Approved  02/23/23   MARK PEARSON            Auto approved by: 91057606
     Approved  02/23/23   SCOTT KEARNEY
     Approved  02/23/23   UDARA JAYASENA          Auto approved by: 91057606
     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
```

Sourcewell Awarded Contract

SHI International

Technology Catalog Solutions

#081419-SHI

Maturity Date: 10/30/2023

Products & Services

Contract Documents

Pricing

Contact Information

Buy Sourcewell

Products & Services

Sourcewell contract 081419-SHI gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Cloud
- Technology solutions
- Professional services

Additional information can be found on the vendor-provided, nongovernment website at:

shi.com/sourcewell

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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SHI Proposed Pricing - Sourcewell RFP # 081419 Technology Catalog Solutions

Product Groups	SHI Discount off Advertised List P
Desktops	4.50%
Notebooks	4.50%
Tablets	4.50%
Servers	4.50%
Group 2 Input Devices	4.50%
Group 3 Output Devices	4.50%
Group 4 Memory	4.50%
Group 5 -Storage Devices	4.50%
Group 6 Network Equipment	4.50%
Group 7 Software	4.50%
Group 8 - Media Supplies	4.50%
Group 9 - Collaboration & IP Telephony	4.50%
Group 10 - Other	4.50%

Services Rates*	T&M Rate/Hour
Project Manager	$125
Sr. Project Manager	$175
Consultant - End User Solutions Group	$175
Consultant - Security Solutions Group	$225
Solutions Architect - End User Solutions	$200
Solutions Architect - Data Center Solutions	$225
Sr. Solution Architect - Security Solution Group	$275
Sr. Solution Architect - Data Center Solutions	$250
Cloud Developer	$100
Senior Cloud Developer	$240
Cloud Solutions Architect	$250

* pricing is a sample and can vary on location, minimum billing requirements and other relevant variables. These rates do not include travel expenses.

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:3/21/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide fire sprinkler and backflow preventer inspections and repairs at various City of Mobile facilities for three years

Amount of Contract:

$105,648.00 combined total ($35,216.00 first year only)

Funding Source

Project # Fire Sprinkler & Backflow Preventer Inspections & Repairs at Various City Facilities SC-016-23 **Discretionary Funds**

Project String 10043037-42150 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-016-23 Fire Sprinkler & Backflow Preventer Inspections & Repairs at Various City of Mobile Facilities	Cover Memo	2/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	2/28/2023 - 2:13 PM
			3/3/2023 - 4:55

Budget	Sapp, Celia	Approved	PM
Legal	Kern, Chris	Approved	3/8/2023 - 1:14 PM
Legal	Kern, Chris	Approved	3/8/2023 - 1:16 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:07 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson

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

Name of Company:	ARENA FIRE PROTECTION INC.
Project Name:	VARIOUS CITY OF MOBILE FACILITIES – FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIRS (3-YEAR SERVICE CONTRACT)
Project Number:	SC-016-23
Amount:	$105,648.00 COMBINED TOTAL
	$ 35,216.00 FIRST YEAR ONLY
	$ 35,216.00 SECOND YEAR ONLY
	$ 35,216.00 THIRD YEAR ONLY

Adopted:

_____

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____day of _____, in the year 20____,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: Arena Fire Protection Inc.
10023 Lifeline Court
Mobile, Alabama 36608

City of Mobile License Number: 79488

City of Mobile Vendor Number: 294594

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIRS

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NUMBER: SC-016-23

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide fire sprinkler and backflow preventer inspections and repairs at various City of Mobile facilities, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate Asset Management.

ARTICLE 2. Term of Contract:
2.1 The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor, subject to additions and deductions provided herein, in current funds, the sum as follows:

Total Contract Amount:

One Hundred Five Thousand Six Hundred Forty Eight & 00/100 Dollars ($ 105,648.00)
(Amount in Words) (Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

3.2 Schedule of Values:

Year 1 – Initial Term:	$ 35,216.00
Total Year 1:	$ 35,216.00
Year 2 - 1st Additional Term:	$ 35,216.00
Total Year 2:	$ 35,216.00
Year 3 - 2nd Additional Term:	$ 35,216.00
Total Year 3:	$ 35,216.00

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Year 1 – Initial Term: Fire Sprinklers Inspections - One (1) Annual Inspection and Three (3) Quarterly Inspections; Backflow Preventer Inspections – One (1) Annual Inspection

	Location	Address	Fire Sprinkler Inspection & Testing	Backflow Preventer Inspection	Total – Year 1
1	200 Government Street – Office Building (Fire Sprinkler Only)	200 Government St	$672.00	$0	$672.00
2	Animal Shelter (Fire BFP Only)	855 Owen St	N/A	$204.00	$204.00
3	Arlington Point Park (Domestic BFP Only)	1891 9th Street	N/A	$204.00	$204.00

4	*Arthur R. Outlaw Convention Center- Sprinkler System (Domestic and Fire BFP)	1 South Water St	$4,472.00	$155.00	$4,627.00
5	Azalea City Golf Club- Sprinkler System (Fire BFP)	1000 Gaillard Dr	$672.00	$140.00	$812.00
6	Azalea Road Complex (Fire Hose Only)	1301 Azalea Road	N/A	$279.00	$279.00
7	*Ben May Main Library- Sprinkler System (Domestic and Fire BFP)	701 Government St	$972.00	$155.00	$1.127.00
8	Connie Hudson Mobile Regional Senior Center- Sprinkler System (Domestic and Fire BFP)	3201 Hillcrest Rd	$672.00	$155.00	$827.00
9	Dotch Community Center- Sprinkler System (Fire BFP Only)	3100 Bank Avenue	$672.00	$140.00	$812.00
10	Electrical Department(Fire Sprinkler Only)	854 Gayle St	$672.00	N/A	$672.00
11	Fire Station – Creighton- Sprinkler System (Domestic and Fire BFP)	200 Davenport Ave	$672.00	$155.00	$827.00
12	Fire Station #1- Sprinkler System (Fire BFP)	6801 Overlook Rd	$672.00	$140.00	$812.00
13	Fire Station #7- Sprinkler System (Domestic and Fire BFP)	5525 Commerce Blvd	$672.00	$155.00	$827.00
14	Fire Station #26- Sprinkler System(Domestic and Fire BFP)	8080 Airport Blvd	$672.00	$155.00	$827.00
15	Fire Station #28- Sprinkler System (Fire BFP)	7050 Old Military Rd	$672.00	$140.00	$812.00
16	Gulf Coast Exploreum- Sprinkler System (Domestic and Fire BFP)	65 Government St	$1,172.00	$155.00	$1,327.00
17	GulfQuest Maritime Museum- Sprinkler System (Domestic and Fire BFP)	155 South Water St	$972.00	$155.00	$1,127.00
18	Harmon Recreation Center- Sprinkler System (Fire BFP)	1611 Belfast St	$672.00	$140.00	$812.00
19	Hillsdale Park Community Center- Sprinkler System (Fire BFP)	558 Felhorn Rd	$672.00	$140.00	$812.00
20	History Museum of Mobile- Sprinkler System (Domestic and Fire BFP)	111 South Royal St.	$1,297.00	$155.00	$1,452.00
21	Hurtel Armory (Domestic BFP and Fire Hose Only)	1900 Hurtel St	N/A	$304.00	$304.00
22	Irrigation Site on Canal St. Median (4 Domestic BFP Only)	Canal Street	N/A	$464.00	$464.00
23	Medal of Honor Park (Domestic and Fire BFP Only)	1711 Hillcrest Road	N/A	$294.00	$294.00
24	Michael C. Dow Amphitheater- Sprinkler System (Domestic and Fire BFP)	3055B Bank Avenue	$672.00	$185.00	$857.00
25	Mobile Botanical Garden (Fire BFP Only)	5151 Museum Drive	N/A	$204.00	$204.00
26	Mobile Civic Center Complex- Sprinkler System Only	401 Civic Center Dr	$1,312.00	N/A	$1,312.00

27	Mobile Police Department Headquarters (Domestic BFP Only)	2460 Government St	N/A	$204.00	$204.00
28	Mobile Museum of Art- Sprinkler System (Domestic and Fire BFP)	4850 Museum Dr	$672.00	$155.00	$827.00
29	Mobile, Alabama Cruise Terminal- Sprinkler System (Domestic and Fire BFP)	201 South Water St	$772.00	$180.00	$952.00
30	Parkway Library- Sprinkler System Only	1924-B DIP	$829.00	N/A	$829.00
31	Playhouse in the Park- Sprinkler System (Fire BFP)	4851 Museum Dr	$672.00	$140.00	$812.00
32	Police – 3rd Precinct- Sprinkler System (Fire BFP)	2165 St. Stephens Rd	$672.00	$140.00	$812.00
33	Police Impound Lot- Sprinkler System(Fire BFP)	1251 Virginia St	$672.00	$140.00	$812.00
34	Public Works Complex (Domestic BFP Only)	770 Gayle St	N/A	$204.00	$204.00
35	Public Works Garage – Body Shop- Sprinkler System (Domestic and Fire BFP)	901 Kelley St	$1,297.00	$155.00	$1,452.00
36	Saenger Theater- Sprinkler System (Domestic BFP)	6 South Joachim St	$1,172.00	$140.00	$1,312.00
37	Fire Station #18- Sprinkler System (Domestic and Fire BFP)	700 Museum Dr.	$672.00	$155.00	$827.00
38	Sage Armory- Sprinkler System (Fire BFP)	48 N. Sage Av.	$672.00	$140.00	$812.00
39	Sullivan Park Community Center- Sprinkler System (Domestic and Fire BFP	351 N. Catherine St.	$672.00	$155.00	$827.00
40	Tardy Cottage- Sprinkler System (Fire BFP)	104 S. Lawrence St.	$697.00	$140.00	$837.00
41	Theodore Park- (Two-2 Backflow Preventer Only)	7171 Old Military Rd	N/A	$219.00	$219.00
42	Tricentennial Park- (Domestic BFP Only)	2121 Bragg Av.	N/A	$204.00	$204.00
43	Toulminville Library- Sprinkler System (Fire BFP)	601 Stanton Rd.	$672.00	$140.00	$812.00
44	West Regional Library- Sprinkler System (Domestic and Fire BFP)	555 Grelot Rd.	$772.00	$165.00	$937.00

*** - Building contains a Fire Pump**

Service Contractor to verify locations, number, and type.

Year 2 – 1st Additional Term: Fire Sprinklers Inspections - One (1) Annual Inspection and Three (3) Quarterly Inspections; Backflow Preventer Inspections – One (1) Annual Inspection

	Location	Address	Fire Sprinkler Inspection & Testing	Backflow Preventer Inspection	Total – Year 1
1	200 Government Street – Office Building (Fire Sprinkler Only)	200 Government St	$672.00	$0	$672.00
2	Animal Shelter (Fire BFP Only)	855 Owen St	N/A	$204.00	$204.00
3	Arlington Point Park (Domestic BFP Only)	1891 9th Street	N/A	$204.00	$204.00
4	*Arthur R. Outlaw Convention Center- Sprinkler System (Domestic and Fire BFP)	1 South Water St	$4,472.00	$155.00	$4,627.00
5	Azalea City Golf Club- Sprinkler System (Fire BFP)	1000 Gaillard Dr	$672.00	$140.00	$912.00
6	Azalea Road Complex (Fire Hose Only)	1301 Azalea Road	N/A	$279.00	$279.00
7	*Ben May Main Library- Sprinkler System (Domestic and Fire BFP)	701 Government St	$972.00	$155.00	$1,127.00
8	Connie Hudson Mobile Regional Senior Center- Sprinkler System (Domestic and Fire BFP)	3201 Hillcrest Rd	$672.00	$155.00	$827.00
9	Dotch Community Center- Sprinkler System (Fire BFP Only)	3100 Bank Avenue	$672.00	$140.00	$812.00
10	Electrical Department(Fire Sprinkler Only)	854 Gayle St	$672.00	N/A	$672.00
11	Fire Station – Creighton- Sprinkler System (Domestic and Fire BFP)	200 Davenport Ave	$672.00	$155.00	$827.00
12	Fire Station #1- Sprinkler System (Fire BFP)	6801 Overlook Rd	$672.00	$140.00	$812.00
13	Fire Station #7- Sprinkler System (Domestic and Fire BFP)	5525 Commerce Blvd	$672.00	$155.00	$827.00
14	Fire Station #26- Sprinkler System(Domestic and Fire BFP)	8080 Airport Blvd	$672.00	$155.00	$827.00
15	Fire Station #28- Sprinkler System (Fire BFP)	7050 Old Military Rd	$672.00	$140.00	$812.00
16	Gulf Coast Exploreum- Sprinkler System (Domestic and Fire BFP)	65 Government St	$1,172.00	$155.00	$1,327.00
17	GulfQuest Maritime Museum- Sprinkler System (Domestic and Fire BFP)	155 South Water St	$972.00	$155.00	$1,127.00
18	Harmon Recreation Center- Sprinkler System (Fire BFP)	1611 Belfast St	$672.00	$140.00	$812.00
19	Hillsdale Park Community Center- Sprinkler System (Fire BFP)	558 Felhorn Rd	$672.00	$140.00	$812.00
20	History Museum of Mobile- Sprinkler System (Domestic and Fire BFP)	111 South Royal St.	$1,297.00	$155.00	$1,452.00

21	Hurtel Armory (Domestic BFP and Fire Hose Only)	1900 Hurtel St	N/A	$304.00	$304.00
22	Irrigation Site on Canal St. Median (4 Domestic BFP Only)	Canal Street	N/A	$464.00	$464.00
23	Medal of Honor Park (Domestic and Fire BFP Only)	1711 Hillcrest Road	N/A	$294.00	$294.00
24	Michael C. Dow Amphitheater-Sprinkler System (Domestic and Fire BFP)	3055B Bank Avenue	$672.00	$185.00	$857.00
25	Mobile Botanical Garden (Fire BFP Only)	5151 Museum Drive	N/A	$204.00	$204.00
26	Mobile Civic Center Complex-Sprinkler System Only	401 Civic Center Dr	$1,312.00	N/A	$1,312.00
27	Mobile Police Department Headquarters (Domestic BFP Only)	2460 Government St	N/A	$204.00	$204.00
28	Mobile Museum of Art- Sprinkler System (Domestic and Fire BFP)	4850 Museum Dr	$672.00	$155.00	$827.00
29	Mobile, Alabama Cruise Terminal- Sprinkler System (Domestic and Fire BFP)	201 South Water St	$772.00	$180.00	$952.00
30	Parkway Library- Sprinkler System Only	1924-B DIP	$829.00	N/A	$829.00
31	Playhouse in the Park- Sprinkler System (Fire BFP)	4851 Museum Dr	$672.00	$140.00	$812.00
32	Police – 3rd Precinct- Sprinkler System (Fire BFP)	2165 St. Stephens Rd	$672.00	$140.00	$812.00
33	Police Impound Lot- Sprinkler System(Fire BFP)	1251 Virginia St	$672.00	$140.00	$812.00
34	Public Works Complex (Domestic BFP Only)	770 Gayle St	N/A	$204.00	$204.00
35	Public Works Garage – Body Shop- Sprinkler System (Domestic and Fire BFP)	901 Kelley St	$1,297.00	$155.00	$1,452.00
36	Saenger Theater- Sprinkler System (Domestic BFP)	6 South Joachim St	$1,172.00	$140.00	$1,312.00
37	Fire Station #18- Sprinkler System (Domestic and Fire BFP)	700 Museum Dr.	$672.00	$155.00	$827.00
38	Sage Armory- Sprinkler System (Fire BFP)	48 N. Sage Av.	$672.00	$140.00	$812.00
39	Sullivan Park Community Center- Sprinkler System (Domestic and Fire BFP	351 N. Catherine St.	$672.00	$155.00	$827.00
40	Tardy Cottage- Sprinkler System (Fire BFP)	104 S. Lawrence St.	$697.00	$140.00	$837.00
41	Theodore Park- (Two-2 Backflow Preventer Only)	7171 Old Military Rd.	N/A	$219.00	$219.00
42	Tricentennial Park- (Domestic BFP Only)	2121 Bragg Av.	N/A	$204.00	$204.00
43	Toulminville Library- Sprinkler System (Fire BFP)	601 Stanton Rd.	$672.00	$140.00	$812.00

44	West Regional Library- Sprinkler System (Domestic and Fire BFP)	555 Grelot Rd.	$772.00	$165.00	$937.00

*** - Building contains a Fire Pump**

Service Contractor to verify locations, number, and type.

Year 3 – 2nd Additional Term: Fire Sprinklers Inspections - One (1) Annual Inspection and Three (3) Quarterly Inspections; Backflow Preventer Inspections – One (1) Annual Inspection

	Location	Address	Fire Sprinkler Inspection & Testing	Backflow Preventer Inspection	Total – Year 1
1	200 Government Street – Office Building (Fire Sprinkler Only)	200 Government St	$672.00	$0	$672.00
2	Animal Shelter (Fire BFP Only)	855 Owen St	N/A	$204.00	$204.00
3	Arlington Point Park (Domestic BFP Only)	1891 9th Street	N/A	$204.00	$204.00
4	*Arthur R. Outlaw Convention Center- Sprinkler System (Domestic and Fire BFP)	1 South Water St	$4,472.00	$155.00	$4,627.00
5	Azalea City Golf Club- Sprinkler System (Fire BFP)	1000 Gaillard Dr	$672.00	$140.00	$812.00
6	Azalea Road Complex (Fire Hose Only)	1301 Azalea Road	N/A	$279.00	$279.00
7	*Ben May Main Library- Sprinkler System (Domestic and Fire BFP)	701 Government St	$972.00	$155.00	$1,127.00
8	Connie Hudson Mobile Regional Senior Center- Sprinkler System (Domestic and Fire BFP)	3201 Hillcrest Rd	$672.00	$155.00	$827.00
9	Dotch Community Center- Sprinkler System (Fire BFP Only)	3100 Bank Avenue	$672.00	$140.00	$812.00
10	Electrical Department(Fire Sprinkler Only)	854 Gayle St	$672.00	N/A	$672.00
11	Fire Station – Creighton- Sprinkler System (Domestic and Fire BFP)	200 Davenport Ave	$672.00	$155.00	$827.00
12	Fire Station #1- Sprinkler System (Fire BFP)	6801 Overlook Rd	$672.00	$140.00	$812.00
13	Fire Station #7- Sprinkler System (Domestic and Fire BFP)	5525 Commerce Blvd	$672.00	$155.00	$827.00
14	Fire Station #26- Sprinkler System(Domestic and Fire BFP)	8080 Airport Blvd	$672.00	$155.00	$827.00
15	Fire Station #28- Sprinkler System (Fire BFP)	7050 Old Military Rd	$672.00	$140.00	$812.00
16	Gulf Coast Exploreum- Sprinkler System (Domestic and Fire BFP)	65 Government St	$1,172.00	$155.00	$1,327.00

17	GulfQuest Maritime Museum- Sprinkler System (Domestic and Fire BFP)	155 South Water St	$972.00	$155.00	$1,127.00
18	Harmon Recreation Center- Sprinkler System (Fire BFP)	1611 Belfast St	$672.00	$140.00	$812.00
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21	Hurtel Armory (Domestic BFP and Fire Hose Only)	1900 Hurtel St	N/A	$304.00	$304.00
22	Irrigation Site on Canal St. Median (4 Domestic BFP Only)	Canal Street	N/A	$464.00	464.00
23	Medal of Honor Park (Domestic and Fire BFP Only)	1711 Hillcrest Road	N/A	$294.00	$294.00
24	Michael C. Dow Amphitheater- Sprinkler System (Domestic and Fire BFP)	3055B Bank Avenue	$672.00	$185.00	$857.00
25	Mobile Botanical Garden (Fire BFP Only)	5151 Museum Drive	N/A	$204.00	$204.00
26	Mobile Civic Center Complex- Sprinkler System Only	401 Civic Center Dr	$1,312.00	N/A	$1,312.00
27	Mobile Police Department Headquarters (Domestic BFP Only)	2460 Government St	N/A	$204.00	$204.00
28	Mobile Museum of Art- Sprinkler System (Domestic and Fire BFP)	4850 Museum Dr	$672.00	$155.00	$827.00
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32	Police – 3rd Precinct- Sprinkler System (Fire BFP)	2165 St. Stephens Rd	$672.00	$140.00	$812.00
33	Police Impound Lot- Sprinkler System(Fire BFP)	1251 Virginia St	$672.00	$140.00	812.00
34	Public Works Complex (Domestic BFP Only)	770 Gayle St	N/A	$204.00	$204.00
35	Public Works Garage – Body Shop- Sprinkler System (Domestic and Fire BFP)	901 Kelley St	$1,297.00	$155.00	$1,452.00
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44	West Regional Library- Sprinkler System (Domestic and Fire BFP)	555 Grelot Rd.	$772.00	$165.00	$937.00

*** - Building contains a Fire Pump**

Service Contractor to verify locations, number, and type.

3.2 Unit Prices:

Additional Services - Backflow Preventer Inspections:
Year 1: $ 175.00 each; Year 2: $ 185.00 each; Year 3: $ 190.00 each

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday):
   Year 1: $ 75.00 per hour; Year 2: $ 80.00 per hour; Year 3: $ 85.00 per hour
B. Overtime (5pm to 8am, Monday through Friday, and Weekends):
   Year 1: $ 112.00 per hour; Year 2: $ 120.00 per hour; Year 3: $ 127.00 per hour
C. Overtime Holidays (Bidder's Holidays):
   Year 1: $ 150.00 per hour; Year 2: $ 160.00 per hour; Year 3: $ 170.00 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed in the Scope of Work, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall, (a copy of a valid permit must be included in the bid documents). The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on a Monthly basis, for completed work as specified.

B. Original invoices shall be delivered to the Service Contract Administrator for review and approval.

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The City may terminate the Contract upon Thirty (30) days written notice. The City shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The City shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)	14 pages
2. Scope of Work, dated February 15, 2023	4 pages
3. Exhibit A – Locations	2 page
4. Subcontracting & Major Supplier Plan	5 pages
4. General Conditions	9 pages
6. E-Verify Documentation	2 pages
7. Certificates of Insurance with endorsements	3 pages

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.

3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined –$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

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

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

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

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured.

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without Thirty (30) days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by

a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification. Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and

business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

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

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

8.11 *Force Majeure*: In the vent that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Acts of God, pandemics, or other reasons of a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

8.12 CDC/NIH Covid-19 Guidelines are in effect. The Service Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

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ARTICLE 9. Signature:
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

CITY:
City of Mobile

Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
<NAME> Arena Fire Protection Inc

Signature

Jeremy Davidson Vice President
Printed Name and Corporate Title

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jeremy Davidson as Vice President of Arena Fire Protection 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 Vice President.
Sworn to and subscribed for me this 21 day of Feb, 2021.

NOTARY PUBLIC
My Commission Expires: 6/11/25

JENNIFER WILLIAMSON
MY COMMISSION EXPIRES
JUNE 11, 2025
NOTARY PUBLIC
STATE OF ALABAMA

END OF SECTION

SCOPE OF WORK
SC-016-23
January 18, 2023

Scope of Services: The Work of this Service Contract includes, but is not limited to, the furnishing of all labor, material, equipment, and insurance to perform all fire sprinkler, fire pump systems and valves, valve components and trim inspections and testing, along with the associated fire supply line Backflow Preventer inspection and testing. Service Contractor shall provide a total of Four (4) inspections per every Twelve (12) contiguous months: One (1) Annual Inspection, and Three (3) Quarterly Inspections, for each of the Thirty-Six (36) City of Mobile facilities, (as listed in Exhibit A – Locations). Backflow Preventer inspection and testing shall be performed once per year during the Annual Inspection. All inspection and testing shall be scheduled as per the Service Contract Administrator, and in accordance with the following National Fire Protection Association (NFPA) requirements:

1. Automatic Sprinkler Systems, NFPA 13.
2. Water Spray Fixed System, NFPA 15
3. Foam-Water Sprinkler System or Foam-Water Spray System, NFPA 16.
4. Inspection, Testing, & Maintenance of Water-Based System, NFPA 25
5. National Electric Code, NFPA 70
6. National Fire Alarm & Signal Code, NFPA 72

Basic Services (Base Bid) Services shall include, but are not limited to, the following:

A. Coordination:
   a. Coordinate all inspection with the Service Contract Administrator.
   b. Service Contract Administrator or designee shall be present during all inspections and testing.
   c. Provide a schedule for all testing and inspections

B. Quality Assurance:
   a. Inspections shall be performed by a qualified (competent, capable, trained, certified, and licensed) technician that has met all of the requirements and training established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

C. Inspections & Testing – General:
   a. All inspections, testing, impairment, and record keeping shall be implemented in accordance with procedure meeting those established in the National Fire Protection Association (NFPA) Codes 1, 13, 15, 16, 25, 70, and 72.
   b. Inspections & testing shall occur during normal business hours (Monday through Friday, 8am to 5pm) and shall be scheduled so as to minimize any disturbance to the regular operations of the location, personnel, and visitors.

D. Inspection & Testing - Schedule:
   a. Due to the nature of the buildings and the various functions, the schedule for the Annual and Quarterly Inspections & Testing will be coordinated via the Service Contract Administrator.

b. Inspection and testing shall generally be performed at the following times:
   Annual Inspection - November
   Quarterly Inspection - February
   Quarterly Inspection - May
   Quarterly Inspection – August

E. Inspection & Testing – Requirements:
   a. Annual Inspections shall include but are not limited to:
      i. Sprinkler System – per NFPA 25, Chapter 5 – Table 5.1.1.2
         1. Building
         2. Hangers/Bracing
         3. Pipes and Fittings
         4. Sprinkler Heads
         5. Spare Sprinklers
         6. Informational Signage
         7. Fire Department Connections
         8. Valves
         9. Antifreeze Solution

      ii. Fire Line and Potable Water Backflow Preventers – per NFPA 13 and 25, for One (1) Backflow Preventer at each facility.

      iii. Standpipe and Hose System – per NFPA 25, Chapter 6 – Table 6.1.1.2

      iv. Fire Pump – per NFPA 25, Chapter 8 – Table 8.1.2
         1. Flow conditions
         2. Fire Pump alarm signals
         3. Pump House heating ventilation louvers
         4. Fire Pump system

      v. Valves, Valve Components & Trim – per NFPA 25
         1. Pressure reducing and relief valves
         2. Main drain
         3. Control valves (Position/Operation)
         4. Full flow
         5. Circulation relief
         6. Pressure relief valves

   c. Quarterly Inspections shall include but are not limited to:
      i. Sprinkler System
         1. Gauges
         2. Control valves
         3. Waterflow alarm devices
         4. Valve supervisory alarm signal
         5. Supervisory signal devices
         6. Hydraulic nameplate
         7. Waterflow alarm devices (mechanical devices)

8. Vane and pressure switch type devices

ii. Fire Pump
1. Electric motor driven fire pump
2. Fire pump alarm signals
3. Pump house heating ventilating louvers
4. Fire pump system

iii. Valves, Valve Components & Trim
1. Control valves – Locked
2. Tamper switches
3. Pressure reducing valves
4. Backflow prevention assemblies
5. Main drains
6. Waterflow alarms

F. System Impairment or Shut-Down: Where an impairment or shut-down of any fire protection system is required for inspection or testing purposes, the procedures outlined in NFPA 15 shall be followed.

G. Inspection and Testing Reports

a. All Inspection and Testing Reports shall include the following:
- the Name of Location
- Address of the Location
- Date of the Inspection
- Name and Signature of the inspector/technician
- System Description
- A complete list of all components required to be tested/inspected with results of the testing/inspections
- Other Information as required
- Provide separate inspection report for backflow preventer inspection/testing

b. Deficiencies shall be clearly and legibly noted on the Report Form

c. Systems and/or Components showing any damage, leakage, corrosion, impairment and/or non-functioning gauges or other equipment shall be immediately reported to the Service Contract Administrator.

d. Inspection and Testing Report Forms **MUST** be signed (in person) by the technician who performed the inspection and testing and by the Service Contract Administrator or designee upon completion of the inspection/test. Electronic signatures will **NOT** be accepted.

e. The inspections will be recorded on a standard report form prepared by the Service Contractor

f. Copies of all reports will be furnished to the Service Contract Administrator's office in the Building Services Department, and to the City of Mobile's Fire Marshal. Reports shall be submitted with invoices for payment.

g. Copies of all reports shall be submitted to the City of Mobile's Fire Prevention Bureau using the Mobile-Eyes Contractor Inspection Portal at **https://www.mobile-eyes.com/SFR_index.asp**
h. Backflow Preventer Inspection reports shall also be submitted to the Mobile Area Water Sewer System's (MAWSS) Cross-Connection and Backflow Prevention Program, dated February 17, 20217.

Additional Services may include, but are not limited to, the following:

A. Additional inspections and testing may be required for potable water backflow preventers located at one of the locations listed in Exhibit A - Locations, or for additional fire/potable water backflow preventers located at other City of Mobile locations. Additional backflow preventer inspections and testing shall be performed in accordance with the requirements of this Section and shall be provided only as directed by the Service Contract Administrator. Additional Services shall be billed in accordance with the Unit Prices as listed in Section 3.3 of the Agreement.

INSPECTION FORMS.

1. The inspections will be recorded on a standard report form prepared by the Service Contractor
2. Copies of all reports will be furnished to the Service Contract Administrator's office in the Building Services Department, and to the City of Mobile's Fire Marshal. Reports shall be submitted with invoices for payment.
3. Copies of all reports shall be submitted to the City of Mobile's Fire Prevention Bureau using the Mobile-Eyes Contractor Inspection Portal at **https://www.mobile-eyes.com/SFR_index.asp**
4. Backflow Preventer Inspection reports shall also be submitted to the Mobile Area Water Sewer System's (MAWSS) Cross-Connection and Backflow Prevention Program, dated February 17, 20217.

All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed above, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall. The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

END OF SECTION

EXHIBIT A – LOCATIONS

	Location	Address
1	200 Government Street – Office Building (Fire Sprinkler Only)	200 Government St
2	Animal Shelter (Fire BFP Only)	855 Owen St
3	Arlington Point Park (Domestic BFP Only)	1891 9th Street
4	*Arthur R. Outlaw Convention Center- Sprinkler System (Domestic and Fire BFP)	1 South Water St
5	Azalea City Golf Club- Sprinkler System(Fire BFP)	1000 Gaillard Dr
6	Azalea Road Complex (Fire Hose Only)	1301 Azalea Road
7	*Ben May Main Library- Sprinkler System(Domestic and Fire BFP)	701 Government St
8	Connie Hudson Mobile Regional Senior Center- Sprinkler System(Domestic and Fire BFP)	3201 Hillcrest Rd
9	Dotch Community Center- Sprinkler System (Fire BFP Only)	3100 Bank Avenue
10	Electrical Department(Fire Sprinkler Only)	854 Gayle St
11	Fire Station – Creighton- Sprinkler System (Domestic and Fire BFP)	200 Davenport Ave
12	Fire Station #1- Sprinkler System (Fire BFP)	6801 Overlook Rd
13	Fire Station #7- Sprinkler System (Domestic and Fire BFP)	5525 Commerce Blvd
14	Fire Station #26- Sprinkler System(Domestic and Fire BFP)	8080 Airport Blvd
15	Fire Station #28- Sprinkler System (Fire BFP)	7050 Old Military Rd
16	Gulf Coast Exploreum- Sprinkler System (Domestic and Fire BFP)	65 Government St
17	GulfQuest Maritime Museum- Sprinkler System (Domestic and Fire BFP)	155 South Water St
18	Harmon Recreation Center- Sprinkler System (Fire BFP)	1611 Belfast St
19	Hillsdale Park Community Center- Sprinkler System (Fire BFP)	558 Felhorn Rd
20	History Museum of Mobile- Sprinkler System (Domestic and Fire BFP)	111 South Royal St.
21	Hurtel Armory (Domestic BFP and Fire Hose Only)	1900 Hurtel St
22	Irrigation Site on Canal St. Median (4 Domestic BFP Only)	Canal Street

23	Medal of Honor Park (Domestic and Fire BFP Only)	1711 Hillcrest Road
24	Michael C. Dow Amphitheater- Sprinkler System (Domestic and Fire BFP)	3055B Bank Avenue
25	Mobile Botanical Garden (Fire BFP Only)	5151 Museum Drive
26	Mobile Civic Center Complex- Sprinkler System Only	401 Civic Center Dr
27	Mobile Police Department Headquarters (Domestic BFP Only)	2460 Government St
28	Mobile Museum of Art- Sprinkler System (Domestic and Fire BFP)	4850 Museum Dr
29	Mobile, Alabama Cruise Terminal- Sprinkler System (Domestic and Fire BFP)	201 South Water St
30	Parkway Library- Sprinkler System Only	1924-B DIP
31	Playhouse in the Park- Sprinkler System (Fire BFP)	4851 Museum Dr
32	Police – 3rd Precinct- Sprinkler System (Fire BFP)	2165 St. Stephens Rd
33	Police Impound Lot- Sprinkler System(Fire BFP)	1251 Virginia St
34	Public Works Complex (Domestic BFP Only)	770 Gayle St
35	Public Works Garage – Body Shop- Sprinkler System (Domestic and Fire BFP)	901 Kelley St
36	Saenger Theater- Sprinkler System (Domestic BFP)	6 South Joachim St
37	Sage Armory- Sprinkler System (Fire BFP)	48 North Sage Ave
38	Sullivan Park Community Center- Sprinkler System (Domestic and Fire BFP)	351 North Catherine St
39	Tardy Cottage- Sprinkler System (Fire BFP)	104 South Lawrence St
40	Theodore Park (Two(2)Backflow Preventer Only)	7171 Old Military Rd
41	Tricentennial Park (Domestic BFP Only)	2121 Bragg Aveune
42	Toulminville Library- Sprinkler System (Fire BFP)	601 Stanton Rd
43	TSAC (Woodcock)- Sprinkler System (Fire BFP)	261 Rickarby St
44	West Regional Library- Sprinkler System (Domestic and Fire BFP)	5555 Grelot Road

* - Building has a Fire Pump

Service Contractor to verify locations, model, and type during field inspections.

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIRS

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-016-23

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated October 20, 2021; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Arena Fire Protection Inc

ADDRESS: 10023 Lifeline Court Mobile, AL 36608

PHONE: 228-588-3440 **EMAIL:** jeremy@arenafire.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 79488

CITY OF MOBILE VENDOR NUMBER: 294594

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 139800
(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [x] **(A Corporation)**
[ ] **(A Partnership)**
[ ] **(An Individual Doing Business)**

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term

of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

BASE BID – A specified in Scope of Work

Year 1 – Initial Term: $ 35,216 .00
Total Year 1: $ 35,216 .00

Year 2 - 1st Additional Term: $ 35,216 .00
Total Year 2: $ 35,216 .00

Year 3 - 2nd Additional Term: $ 35,216 .00
Total Year 3: $ 35,216 .00

Total Bid Amount (Year 1, 2, and 3 Total): One Hundred Five Thousand Six Hundred Forty Eight & 00/100 Dollars ($ 105,648 .00)
(Amount in Words) (Amount in Numbers)

UNIT PRICES – for Additional Services as specified in the Scope of Work:

Year 1 – Initial Term: Fire Sprinklers Inspections - One (1) Annual Inspection and Three (3) Quarterly Inspections; Backflow Preventer Inspections – One (1) Annual Inspection

	Location	Address	Fire Sprinkler Inspection & Testing	Backflow Preventer Inspection	Total – Year 1
1	200 Government Street – Office Building (Fire Sprinkler Only)	200 Government St	$ 672.00	$ 0	$ 672.00
2	Animal Shelter (Fire BFP Only)	855 Owen St	$ N/A	$ 204.00	$ 204.00
3	Arlington Point Park (Domestic BFP Only)	1891 9th Street	$ N/A	$ 204.00	$ 204.00
4	*Arthur R. Outlaw Convention Center- Sprinkler System (Domestic and Fire BFP)	1 South Water St	$ 4,472.00	$ 155.00	$ 4,627.00
5	Azalea City Golf Club- Sprinkler System (Fire BFP)	1000 Gaillard Dr	$ 672.00	$ 140.00	$ 812.00
6	Azalea Road Complex (Fire Hose Only)	1301 Azalea Road	$ N/A	$ 279.00	$ 279.00
7	*Ben May Main Library- Sprinkler System (Domestic and Fire BFP)	701 Government St	$ 972.00	$ 155.00	$ 1,127.00

8	Connie Hudson Mobile Regional Senior Center- Sprinkler System (Domestic and Fire BFP)	3201 Hillcrest Rd	$ 672.00	$ 155.00	$ 827.00
9	Dotch Community Center- Sprinkler System (Fire BFP Only)	3100 Bank Avenue	$ 672.00	$ 140.00	$ 812.00
10	Electrical Department(Fire Sprinkler Only)	854 Gayle St	$ 672.00	$ N/A	$ 672.00
11	Fire Station – Creighton- Sprinkler System (Domestic and Fire BFP)	200 Davenport Ave	$ 672.00	$ 155.00	$ 827.00
12	Fire Station #1- Sprinkler System (Fire BFP)	6801 Overlook Rd	$ 672.00	$ 140.00	$ 812.00
13	Fire Station #7- Sprinkler System (Domestic and Fire BFP)	5525 Commerce Blvd	$ 672.00	$ 155.00	$ 827.00
14	Fire Station #26- Sprinkler System(Domestic and Fire BFP)	8080 Airport Blvd	$ 672.00	$ 155.00	$ 827.00
15	Fire Station #28- Sprinkler System (Fire BFP)	7050 Old Military Rd	$ 672.00	$ 140.00	$ 812.00
16	Gulf Coast Exploreum- Sprinkler System (Domestic and Fire BFP)	65 Government St	$ 1,172.00	$ 155.00	$ 1,327.00
17	GulfQuest Maritime Museum- Sprinkler System (Domestic and Fire BFP)	155 South Water St	$ 972.00	$ 155.00	$ 1,127.00
18	Harmon Recreation Center- Sprinkler System (Fire BFP)	1611 Belfast St	$ 672.00	$ 140.00	$ 812.00
19	Hillsdale Park Community Center- Sprinkler System (Fire BFP)	558 Felhorn Rd	$ 672.00	$ 140.00	$ 812.00
20	History Museum of Mobile- Sprinkler System (Domestic and Fire BFP)	111 South Royal St.	$ 1,297.00	$ 155.00	$ 1,452.00
21	Hurtel Armory (Domestic BFP and Fire Hose Only)	1900 Hurtel St	$ N/A	$ 304.00	$ 304.00
22	Irrigation Site on Canal St. Median (4 Domestic BFP Only)	Canal Street	$ N/A	464.00	464.00
23	Medal of Honor Park (Domestic and Fire BFP Only)	1711 Hillcrest Road	$ N/A	$ 294.00	$ 294.00
24	Michael C. Dow Amphitheater- Sprinkler System (Domestic and Fire BFP)	3055B Bank Avenue	$ 672.00	$ 185.00	$ 857.00
25	Mobile Botanical Garden (Fire BFP Only)	5151 Museum Drive	$ N/A	$ 204.00	$ 204.00
26	Mobile Civic Center Complex- Sprinkler System Only	401 Civic Center Dr	$ 1,312.00	$ N/A	$ 1,312.00
27	Mobile Police Department Headquarters (Domestic BFP Only)	2460 Government St	$ N/A	$ 204.00	$ 204.00
28	Mobile Museum of Art- Sprinkler System (Domestic and Fire BFP)	4850 Museum Dr	$ 672.00	$ 155.00	$ 827.00
29	Mobile, Alabama Cruise Terminal- Sprinkler System (Domestic and Fire BFP)	201 South Water St	$ 772.00	$ 180.00	$ 952.00
30	Parkway Library- Sprinkler System Only	1924-B DIP	$ 829.00	$ N/A	$ 829.00

31	Playhouse in the Park- Sprinkler System (Fire BFP)	4851 Museum Dr	$ 672.00	$ 140.00	$ 812.00
32	Police – 3rd Precinct- Sprinkler System (Fire BFP)	2165 St. Stephens Rd	$ 672.00	$ 140.00	$ 812.00
33	Police Impound Lot- Sprinkler System(Fire BFP)	1251 Virginia St	$ 672.00	140.00	812.00
34	Public Works Complex (Domestic BFP Only)	770 Gayle St	$ N/A	$ 204.00	$ 204.00
35	Public Works Garage – Body Shop- Sprinkler System (Domestic and Fire BFP)	901 Kelley St	$ 1,297.00	$ 155.00	$ 1,452.00
36	Saenger Theater- Sprinkler System (Domestic BFP)	6 South Joachim St	$ 1,172.00	$ 140.00	$ 1,312.00
37	Fire Station #18- Sprinkler System (Domestic and Fire BFP)	700 Museum Dr.	$ 672.00	$ 155.00	$ 827.00
38	Sage Armory- Sprinkler System (Fire BFP)	48 N. Sage Av.	$ 672.00	$ 140.00	$ 812.00
39	Sullivan Park Community Center- Sprinkler System (Domestic and Fire BFP	351 N. Catherine St.	$ 672.00	$ 155.00	$ 827.00
40	Tardy Cottage- Sprinkler System (Fire BFP)	104 S. Lawrence St.	$ 697.00	$ 140.00	$ 837.00
41	Theodore Park- (Two-2 Backflow Preventer Only)	7171 Old Military Rd.	$ N/A	$ 219.00	$ 219.00
42	Tricentennial Park- (Domestic BFP Only)	2121 Bragg Av.	$ N/A	$ 204.00	$ 204.00
43	Toulminville Library- Sprinkler System (Fire BFP)	601 Stanton Rd.	$ 672.00	$ 140.00	$ 812.00
44	West Regional Library- Sprinkler System (Domestic and Fire BFP)	555 Grelot Rd.	$ 772.00	$ 165.00	$ 937.00

*** - Building contains a Fire Pump**

Service Contractor to verify locations, number, and type.

Year 2 – 1st Additional Term: Fire Sprinklers Inspections - One (1) Annual Inspection and Three (3) Quarterly Inspections; Backflow Preventer Inspections – One (1) Annual Inspection

	Location	Address	Fire Sprinkler Inspection & Testing	Backflow Preventer Inspection	Total – Year 2
1	200 Government Street – Office Building (Fire Sprinkler Only)	200 Government St	$ 672.00	$ 0	$ 672.00
2	Animal Shelter (Fire BFP Only)	855 Owen St	$ N/A	$ 204.00	$ 204.00
3	Arlington Point Park (Domestic BFP Only)	1891 9th Street	$ N/A	$ 204.00	$ 204.00
4	*Arthur R. Outlaw Convention Center- Sprinkler System (Domestic and Fire BFP)	1 South Water St	$ 4,472.00	$ 155.00	$ 4,627.00

5	Azalea City Golf Club- Sprinkler System (Fire BFP)	1000 Gaillard Dr	$ 672.00	$ 140.00	$ 812.00
6	Azalea Road Complex (Fire Hose Only)	1301 Azalea Road	$ N/A	$ 279.00	$ 279.00
7	*Ben May Main Library- Sprinkler System (Domestic and Fire BFP)	701 Government St	$ 972.00	$ 155.00	$ 1,127.00
8	Connie Hudson Mobile Regional Senior Center- Sprinkler System (Domestic and Fire BFP)	3201 Hillcrest Rd	$ 672.00	$ 155.00	$ 827.00
9	Dotch Community Center- Sprinkler System (Fire BFP Only)	3100 Bank Avenue	$ 672.00	$ 140.00	$ 812.00
10	Electrical Department(Fire Sprinkler Only)	854 Gayle St	$ 672.00	$ N/A	$ 672.00
11	Fire Station – Creighton- Sprinkler System (Domestic and Fire BFP)	200 Davenport Ave	$ 672.00	$ 155.00	$ 827.00
12	Fire Station #1- Sprinkler System (Fire BFP)	6801 Overlook Rd	$ 672.00	$ 140.00	$ 812.00
13	Fire Station #7- Sprinkler System (Domestic and Fire BFP)	5525 Commerce Blvd	$ 672.00	$ 155.00	$ 827.00
14	Fire Station #26- Sprinkler System(Domestic and Fire BFP)	8080 Airport Blvd	$ 672.00	$ 155.00	$ 827.00
15	Fire Station #28- Sprinkler System (Fire BFP)	7050 Old Military Rd	$ 672.00	$ 140.00	$ 812.00
16	Gulf Coast Exploreum- Sprinkler System (Domestic and Fire BFP)	65 Government St	$ 1,172.00	$ 155.00	$ 1,327.00
17	GulfQuest Maritime Museum- Sprinkler System (Domestic and Fire BFP)	155 South Water St	$ 972.00	$ 155.00	$ 1,127.00
18	Harmon Recreation Center- Sprinkler System (Fire BFP)	1611 Belfast St	$ 672.00	$ 140.00	$ 812.00
19	Hillsdale Park Community Center- Sprinkler System (Fire BFP)	558 Felhorn Rd	$ 672.00	$ 140.00	$ 812.00
20	History Museum of Mobile- Sprinkler System (Domestic and Fire BFP)	111 South Royal St.	$ 1,297.00	$ 155.00	$ 1,452.00
21	Hurtel Armory (Domestic BFP and Fire Hose Only)	1900 Hurtel St	$ N/A	$ 304.00	$ 304.00
22	Irrigation Site on Canal St. Median (4 Domestic BFP Only)	Canal Street	$ N/A	464.00	464.00
23	Medal of Honor Park (Domestic and Fire BFP Only)	1711 Hillcrest Road	$ N/A	$ 294.00	$ 294.00
24	Michael C. Dow Amphitheater- Sprinkler System (Domestic and Fire BFP)	3055B Bank Avenue	$ 672.00	$ 185.00	$ 857.00
25	Mobile Botanical Garden (Fire BFP Only)	5151 Museum Drive	$ N/A	$ 204.00	$ 204.00
26	Mobile Civic Center Complex- Sprinkler System Only	401 Civic Center Dr	$ 1,312.00	$ N/A	$ 1,312.00
27	Mobile Police Department Headquarters (Domestic BFP Only)	2460 Government St	$ N/A	$ 204.00	$ 204.00

28	Mobile Museum of Art- Sprinkler System (Domestic and Fire BFP)	4850 Museum Dr	$ 672.00	$ 155.00	$ 827.00
29	Mobile, Alabama Cruise Terminal- Sprinkler System (Domestic and Fire BFP)	201 South Water St	$ 772.00	$ 180.00	$ 952.00
30	Parkway Library- Sprinkler System Only	1924-B DIP	$ 829.00	$ N/A	$ 829.00
31	Playhouse in the Park- Sprinkler System (Fire BFP)	4851 Museum Dr	$ 672.00	$ 140.00	$ 812.00
32	Police – 3rd Precinct- Sprinkler System (Fire BFP)	2165 St. Stephens Rd	$ 672.00	$ 140.00	$ 812.00
33	Police Impound Lot- Sprinkler System(Fire BFP)	1251 Virginia St	$ 672.00	140.00	812.00
34	Public Works Complex (Domestic BFP Only)	770 Gayle St	$ N/A	$ 204.00	$ 204.00
35	Public Works Garage – Body Shop- Sprinkler System (Domestic and Fire BFP)	901 Kelley St	$ 1,297.00	$ 155.00	$ 1,452.00
36	Saenger Theater- Sprinkler System (Domestic BFP)	6 South Joachim St	$ 1,172.00	$ 140.00	$ 1,312.00
37	Fire Station #18- Sprinkler System (Domestic and Fire BFP)	700 Museum Dr.	$ 672.00	$ 155.00	$ 827.00
38	Sage Armory- Sprinkler System (Fire BFP)	48 N. Sage Av.	$ 672.00	$ 140.00	$ 812.00
39	Sullivan Park Community Center- Sprinkler System (Domestic and Fire BFP	351 N. Catherine St.	$ 672.00	$ 155.00	$ 827.00
40	Tardy Cottage- Sprinkler System (Fire BFP)	104 S. Lawrence St.	$ 697.00	$ 140.00	$ 837.00
41	Theodore Park- (Two-2 Backflow Preventer Only)	7171 Old Military Rd.	$ N/A	$ 219.00	$ 219.00
42	Tricentennial Park- (Domestic BFP Only)	2121 Bragg Av.	$ N/A	$ 204.00	$ 204.00
43	Toulminville Library- Sprinkler System (Fire BFP)	601 Stanton Rd.	$ 672.00	$ 140.00	$ 812.00
44	West Regional Library- Sprinkler System (Domestic and Fire BFP)	555 Grelot Rd.	$ 772.00	$ 165.00	$ 937.00

*** - Building contains a Fire Pump**

Service Contractor to verify locations, number, and type.

Year 3 – 2nd Additional Term: Fire Sprinklers Inspections - One (1) Annual Inspection and Three (3) Quarterly Inspections; Backflow Preventer Inspections – One (1) Annual Inspection

	Location	Address	Fire Sprinkler Inspection & Testing	Backflow Preventer Inspection	Total – Year 3
1	200 Government Street – Office Building (Fire Sprinkler Only)	200 Government St	$ 672.00	$ 0	$ 672.00
2	Animal Shelter (Fire BFP Only)	855 Owen St	$ N/A	$ 204.00	$ 204.00
3	Arlington Point Park (Domestic BFP Only)	1891 9th Street	$ N/A	$ 204.00	$ 204.00
4	*Arthur R. Outlaw Convention Center- Sprinkler System (Domestic and Fire BFP)	1 South Water St	$ 4,472.00	$ 155.00	$ 4,627.00
5	Azalea City Golf Club- Sprinkler System (Fire BFP)	1000 Gaillard Dr	$ 672.00	$ 140.00	$ 812.00
6	Azalea Road Complex (Fire Hose Only)	1301 Azalea Road	$ N/A	$ 279.00	$ 279.00
7	*Ben May Main Library- Sprinkler System (Domestic and Fire BFP)	701 Government St	$ 972.00	$ 155.00	$ 1,127.00
8	Connie Hudson Mobile Regional Senior Center- Sprinkler System (Domestic and Fire BFP)	3201 Hillcrest Rd	$ 672.00	$ 155.00	$ 827.00
9	Dotch Community Center- Sprinkler System (Fire BFP Only)	3100 Bank Avenue	$ 672.00	$ 140.00	$ 812.00
10	Electrical Department(Fire Sprinkler Only)	854 Gayle St	$ 672.00	$ N/A	$ 672.00
11	Fire Station – Creighton- Sprinkler System (Domestic and Fire BFP)	200 Davenport Ave	$ 672.00	$ 155.00	$ 827.00
12	Fire Station #1- Sprinkler System (Fire BFP)	6801 Overlook Rd	$ 672.00	$ 140.00	$ 812.00
13	Fire Station #7- Sprinkler System (Domestic and Fire BFP)	5525 Commerce Blvd	$ 672.00	$ 155.00	$ 827.00
14	Fire Station #26- Sprinkler System(Domestic and Fire BFP)	8080 Airport Blvd	$ 672.00	$ 155.00	$ 827.00
15	Fire Station #28- Sprinkler System (Fire BFP)	7050 Old Military Rd	$ 672.00	$ 140.00	$ 812.00
16	Gulf Coast Exploreum- Sprinkler System (Domestic and Fire BFP)	65 Government St	$ 1,172.00	$ 155.00	$ 1,327.00
17	*GulfQuest Maritime Museum- Sprinkler System (Domestic and Fire BFP)	155 South Water St	$ 972.00	$ 155.00	$ 1,127.00
18	Harmon Recreation Center- Sprinkler System (Fire BFP)	1611 Belfast St	$ 672.00	$ 140.00	$ 812.00
19	Hillsdale Park Community Center- Sprinkler System (Fire BFP)	558 Felhorn Rd	$ 672.00	$ 140.00	$ 812.00
20	History Museum of Mobile- Sprinkler System (Domestic and Fire BFP)	111 South Royal St.	$ 1,297.00	$ 155.00	$ 1,452.00
21	Hurtel Armory (Domestic BFP and Fire Hose Only)	1900 Hurtel St	$ N/A	$ 304.00	$ 304.00

22	Irrigation Site on Canal St. Median (4 Domestic BFP Only)	Canal Street	$ N/A	$ 464.00	$ 464.00
23	Medal of Honor Park (Domestic and Fire BFP Only)	1711 Hillcrest Road	$ N/A	$ 294.00	$ 294.00
24	Michael C. Dow Amphitheater- Sprinkler System (Domestic and Fire BFP)	3055B Bank Avenue	$ 672.00	$ 185.00	$ 857.00
25	Mobile Botanical Garden (Fire BFP Only)	5151 Museum Drive	$ N/A	$ 204.00	$ 204.00
26	Mobile Civic Center Complex- Sprinkler System Only	401 Civic Center Dr	$ 1,312.00	$ N/A	$ 1,312.00
27	Mobile Police Department Headquarters (Domestic BFP Only)	2460 Government St	$ N/A	$ 204.00	$ 204.00
28	Mobile Museum of Art- Sprinkler System (Domestic and Fire BFP)	4850 Museum Dr	$ 672.00	$ 155.00	$ 827.00
29	Mobile, Alabama Cruise Terminal- Sprinkler System (Domestic and Fire BFP)	201 South Water St	$ 772.00	$ 180.00	$ 952.00
30	Parkway Library- Sprinkler System Only	1924-B DIP	$ 829.00	$ N/A	$ 829.00
31	Playhouse in the Park- Sprinkler System (Fire BFP)	4851 Museum Dr	$ 672.00	$ 140.00	$ 812.00
32	Police – 3rd Precinct- Sprinkler System (Fire BFP)	2165 St. Stephens Rd	$ 672.00	$ 140.00	$ 812.00
33	Police Impound Lot- Sprinkler System(Fire BFP)	1251 Virginia St	$ 672.00	$ 140.00	$ 812.00
34	Public Works Complex (Domestic BFP Only)	770 Gayle St	$ N/A	$ 204.00	$ 204.00
35	Public Works Garage – Body Shop- Sprinkler System (Domestic and Fire BFP)	901 Kelley St	$ 1,297.00	$ 155.00	$ 1,452.00
36	Saenger Theater- Sprinkler System (Domestic BFP)	6 South Joachim St	$ 1,172.00	$ 140.00	$ 1,312.00
37	Fire Station #18- Sprinkler System (Domestic and Fire BFP)	700 Museum Dr.	$ 672.00	$ 155.00	$ 827.00
38	Sage Armory- Sprinkler System (Fire BFP)	48 N. Sage Av.	$ 672.00	$ 140.00	$ 812.00
39	Sullivan Park Community Center- Sprinkler System (Domestic and Fire BFP	351 N. Catherine St.	$ 672.00	$ 155.00	$ 827.00
40	Tardy Cottage- Sprinkler System (Fire BFP)	104 S. Lawrence St.	$ 697.00	$ 140.00	$ 837.00
41	Theodore Park- (Two-2 Backflow Preventer Only)	7171 Old Military Rd.	$ N/A	$ 219.00	$ 219.00
42	Tricentennial Park- (Domestic BFP Only)	2121 Bragg Av.	$ N/A	$ 204.00	$ 204.00
43	Toulminville Library- Sprinkler System (Fire BFP)	601 Stanton Rd.	$ 672.00	$ 140.00	$ 812.00
44	West Regional Library- Sprinkler System (Domestic and Fire BFP)	555 Grelot Rd.	$ 772.00	$ 165.00	$ 937.00

*** - Building contains a Fire Pump**

Service Contractor to verify locations, number, and type.

Additional Services - Backflow Preventer Inspections:
Year 1: $ 175.00 .00 each; Year 2: $ 185.00 .00 each; Year 3: $ 190.00 .00 each

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday):
Year 1: $ 75 .00 per hour; Year 2: $ 80 .00 per hour; Year 3: $ 85 .00 per hour
B. Overtime (5pm to 8am, Monday through Friday, and Weekends):
Year 1: $ 112.50 per hour; Year 2: $ 120 .00 per hour; Year 3: $ 127.50 per hour
C. Overtime Holidays (Bidder's Holidays):
Year 1: $ 150 .00 per hour; Year 2: $ 160 .00 per hour; Year 3: $ 170 .00 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed in the Scope of Work, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall, (a copy of a valid permit must be included in the bid documents). The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

1. BID INCLUDES:
Addendum Number 1, Dated 2-2-23
Addendum Number 2, Dated 2-10-23
Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: Flow Innovations
Company Address: PO Box 482 Mobile, AL
Telephone: 251-679-9800 Email: service@flowinnovations.com
Type of Work: Fire Pumps Systems
Date(s): 2013 -Present

B. Reference #2:

Company Name: Ferguson Fire and Fabrication
Company Address: 5370 East Rite Road Theodore, AL 36582
Telephone: 251-338-7763 Email: laconda@ferguson.com
Type of Work: Fabrication
Date(s): 2010 - Present

C. Reference #3:

Company Name: Hydrotechnologies
Company Address: 1047 Sledge Drive Mobile, AL 36606
Telephone: 251-478-1104 Email: mdunnaway@hydrotechnologies.com
Type of Work: Fire Pumps
Date(s): 2010 - Present

5. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Bid Bond or Cashier's Check
- Secretary of State Authorization (Out of State Bidders Only)
- Subcontracting & Major Supplier Plan
- Proof of Competency of Bidder
- Any additional information, as required by Project Manual

CDC/NIH Covid-19 Guidelines are in effect. The Service Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

Remainder of Page Left Intentionally Blank

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Arena Fire Protection Inc
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Jeremy Davidson
(Typed)

TITLE Vice President
(Typed)

DATE February 14, **20** 23

Sworn to and subscribed before me this 14th of Feb **day of 20** 2023

_____
Notary Public

JENNIFER WILLIAMSON
MY COMMISSION EXPIRES
JUNE 11, 2025
NOTARY PUBLIC
STATE OF ALABAMA

END OF SECTION

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	Arena Fire Protection Inc
Address	10023 Lifeline Court Mobile, AL 36608
Telephone	228-588-3440
E-Mail	jeremy@arenafire.com

RFP/RFQ Solicitation Number	SC-016-23
Project Description	Fire Sprinkler & Backflow Preventer Inspection a& Service
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 37 Female 3 Minority 1 Non-minority _____ SDVO _____ Total #of Employees 41

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeremy Davidson

Signature: _____ Date: 02-14-2023

Title: Vice President

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

Name: Jennifer Welch Title: Accounting

Email: jennifer@arenafire.com Phone: 228-588-3440

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 Arena Fire Protection Your Bid/Proposal Amount $ 105,648.00 Date: 02-14-2023

____/____/____ Description Fire Sprinkler & Backflow Preventer Inspection a& Service

Name of Bidder/Proposer: Arena Fire Protection 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
No major vendor						

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Arena Fire Protection Inc

Contact Person: Jennifer Welch Phone 228-588-3440 Email jennifer@arenafire.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (_)	NO (_)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	X	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	X	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

	X	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

__X__ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c)

If the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

Alabama Secretary of State

Arena Fire Protection Inc.	
Entity ID Number	000 - 921 - 354
Entity Type	Foreign Corporation
Principal Address	21312 STATELINE RD MOSSPOINT, MS 39562
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mississippi
Formation Date	10/20/2000
Qualify Date	02/21/2002
Registered Agent Name	DAVIDSON, JEREMY
Registered Office Street Address	9813 BRIGHTON DR CHUNCHULA, AL 36521
Registered Office Mailing Address	9813 BRIGHTON DR CHUNCHULA, AL 36521
Nature of Business	
Capital Authorized	
Capital Paid In	

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022

Transactions

Transaction Date	03/07/2013
Agent Mailing Address Changed From	* Added
Transaction Date	03/07/2013
Registered Agent Changed From	MCLEOD, BETTY 5058 FREEWAY DR MOBILE, AL 36619

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	02/21/2002 Certificate of Formation 1 pg.
Document Date / Type / Pages	03/07/2013 Registered Agent Change 2 pgs.

Arena Fire Protection Inc.

Browse Results New Search

E-Verify

Company ID Number: 406479

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Arena Fire Protection Inc.
Company Facility Address	21312 Stateline Rd Moss Point, MS 39562
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	640932306
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 406479

Approved by:

Employer Arena Fire Protection Inc.	
Name (Please Type or Print) Jeremy L Davidson	Title
Signature Electronically Signed	Date 04/05/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/05/2011

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 376-483-4
ARENA FIRE PROTECTION, INC.
PO BOX 460
HURLEY, MS 39555-0460

COVERAGES CERTIFICATE NUMBER: 5 REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	6121587	04/08/2022	04/08/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	6121587	04/08/2022	04/08/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	Y	Y	6121592	04/08/2022	04/08/2023	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	1804237	04/08/2022	04/08/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

CERTIFICATE HOLDER

376-483-4 50
ATTN: BUILDING SERVICES DEPARTMENT
CITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael G Kerr

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AGENCY CUSTOMER ID: 376-483-4
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY	NAMED INSURED ARENA FIRE PROTECTION, INC. PO BOX 460 HURLEY, MS 39555-0460
POLICY NUMBER SEE CERTIFICATE # 5.0	
CARRIER SEE CERTIFICATE # 5.0 — NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 5.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

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MOBILE
ALABAMA

Addendum No. 1

To: Pre-Bid Meeting Attendees

From: Mark A. Thomas- Construction Project Administrator
City of Mobile Architectural Engineering Department

Re: FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIRS AT VARIOUS CITY OF MOBILE FACILITIES
Service Contract #SC-016-23

Date: February 2nd, 2023.

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated January 18th, 2023. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Clarifications:

Item 1. The Pre-Bid Meeting Acknowledgment Roster, dated February 1st, 2023 are attached and form part of Addendum No. 1.

Item 2. All Bidders must have a current City of Mobile Business License at the time of bid submission.

Item 3. A bid bond is required.

Item 4. The subcontractor & Major Supplier Plan **MUST** be filled out and returned with the Bid package, failure to do so may disqualify your bid.

Item5. Sealed Bids are due no later than **2:30pm** local time on **Wednesday, February 15th, 2023.**

Item6. The Insurance Requirements for this project are listed in the bid package. The General Aggregate Limit shall apply on a "Per Project" basis, if you or your insurance broker have questions about this, please have your insurance broker contact me directly for additional information.

Item 6. The BID Form has been revised to reflect Modifications eliminating the *"N/A"* for Fire Sprinkler Inspection & Testing/ Backflow Preventer Inspection that was originally posted.

Forms and Specifications:

Attached:

SC-016-23 BID Form.pdf

SC-016-23 Attendance Roster.p

Fire Station 18 Sprinkler - Quarterly

Annual Reports.pdf

RFI's:

Question: ***What is the total number of fire pumps and their location?***
Answer: There are a total of three (3) Fire Pumps-

A. Ben May Main Library
701 Government Street, Mobile, AL 36602

B. GulfQuest Maritime Museum
155 South Water Street, Mobile, AL 36602

C. Arthur R. Outlaw Mobile Convention Center
1 South Water Street, Mobile, AL 36602

Question: ***Can we get a copy of the previous annual inspections?***
Answer: Yes, previous annual inspections are attached to the Addendum #1

Question: ***When are inspections to be completed?***
Answer: We will provide a full monthly schedule for annual & quarterly inspections for each location.

END OF ADDENDUM NO. 1

MOBILE
ALABAMA

Addendum No. 2

To: Pre-Bid Meeting Attendees

From: Mark A. Thomas- Construction Project Administrator
City of Mobile Architectural Engineering Department

Re: FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIRS AT VARIOUS CITY OF MOBILE FACILITIES
Service Contract #SC-016-23

Date: February 10th, 2023.

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated January 18th, 2023. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Clarifications: This Addendum #2 is to clarify and update locations on the Bid Form.

Attached:

Revised Bid Form.pdf

RFI's:

Question: ***Fire station #18 isn't on the quote sheet…do we write it in?***
Answer: **I am attaching Addendum #2 w/ a revised Bid Form.**

END OF ADDENDUM NO. 2

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to Bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE CITY:

A. The "City" and "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The City's designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service

Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner

shall be entitled to reimbursement from the Service Contractor.

L. The Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense 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.

M. Additionally, the City of Mobile reserves the rights to have any of Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor and signed by both parties.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments shall be made Monthly for all completed work as specified.
2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

1) employees on the Work and other persons who may be affected thereby; and
2) the Work and materials and equipment to be incorporated therein; and
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding Twenty-One (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under

the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
4) Claims for damages insured by usual personal injury liability coverage;
5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7) Claims for bodily injury or property damage arising out of completed operations; and
8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:
a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (8.A.6.).
d) Broad Form Property Damage Coverage, including Completed Operations.

e) Personal Injury Liability, with employees exclusions removed.
f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:
The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury $1,000,000 each person
$1,000,000 each occurrence
b) Property Damage $1,000,000 each occurrence
c) Or Bodily Injury and Property Damage $1,000,000 combined single limit

4) Excess/Umbrella Liability:
a) $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of Insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least Thirty (30) days' prior written notice has been given to the Owner. Such certificates of insurance shall state that Thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty.

E. The insurance required by Section 8. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service

Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the laws of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 251-208-7454. Successful Bidder must have City License at the time of Bidding.

I. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, ***inter alia***, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent (15%) of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures, and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

L. CDC/NIH Covid-19 Guidelines are in effect. The Service Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor:
1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, Seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon Thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within Twenty-One (21) days after occurrence of the event giving rise to such Claim or within Twenty-One (21) days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One year contract with Cintas Corporation No.2 to provide rental uniforms and supplies for City departments, renewable for 2 additional one year periods.

General fund.

Amount of Contract:

Approx $7,000 per month.

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
2023 Cintas Agenda Package	Cover Memo	2/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	3/3/2023 - 4:56 PM
Legal	Kern, Chris	Approved	3/8/2023 - 12:48 PM
Legal	Kern, Chris	Approved	3/8/2023 - 12:49 PM

Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 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.*

LOCATION	CINTAS ACCOUNT	FUNDING ACCOUNT	WEEKLY AMOUNT	MONTHLY AMOUNT*	ANNUAL AMOUNT
City of Mobile Museum of Art, 4850 Museum Drive	16126513	10040560 42140	$111.29		$5,787.24
City of Mobile Referral Service, 200 Government St.	16126597	10040520 44020	$44.70		$2,324.40
4th Precinct/Fire Station 26, 8080 Airport Blvd,	16127148	10041532 42140	$27.38		$1,423.76
Fire Central Supply, 2851 Old Shell Rd,	16126769	10041522 44020	$17.02		$885.04
Fire Prevention, 2851 Old Shell Rd	17633102	10041522 44020	$93.61	Acct is billed monthly at $374.44	$4,867.72
Fire Training Center, 860 Owens St	16127156	10041522 44020	$26.31		$1,368.12
Mobile Fire Department 700 Museum Dr	19023583	10041522 44020	$32.39		$1,684.28
					$0.00
Western Admin Complex, 4851 Museum Dr,	16126711	10049000 44020	$53.28		$2,770.56
Government Plaza, 205 Government St	17509385	10049000 44020	$85.01		$4,420.52
					$0.00
Police Impound, 1215 B Virginia St	16126715	10041542 42140	$33.59		$1,746.68
Police Academy, 1251 Virginia St	16126654	10041530 42140	$26.31		$1,368.12
Police Central Precinct, 55 N Water St	17220634	10041532 42140	$19.94		$1,036.88
Police 850 St. Anthony St	16127214	10041538 42140	$25.59		$1,330.68
Police 2nd Precinct, 5441 Hwy 90	16131433	10041532 42140	$30.36		$1,578.72
Police, 850 Virginia St	21322877	10041538 42140	$26.54		$1,380.08
Police 1st Precinct, 2601 Dauphin Island Pky	16126666	10041532 42140	$6.07		$315.64
Police Crime Prevention, 2407 Airport Blvd	18513339	10041542 42140	$5.57	Acct is billed monthly at $22.26	$289.38
Mobile Radio Shop, 1251B Virginia St	18425305	10041530 42140	$18.22		$947.44
Mobile Police HQ, 2460 Government St	16131248	10041538 42140	$27.57		$1,433.64
					$0.00
Municipal Garage, 770 Gayle St	16131560	10042050 44070	$548.55		$28,524.60
Garage Inventory Control, 770 Gayle St.	16131568	10042050 44070	$34.12		$1,774.24
Municipal Garage, 770 Gayle St,	16131051	10042060 44020	$165.13		$8,586.76
Public Services Mowing, 770 Gayle St	16131532	10042086 44070	$33.40		$1,736.80
Public Services Trash, 1900 Hurtel St	16126602	10042090 44070	$56.75		$2,951.00
Public Services, 770 Gayle St	16126630	10042070 44070	$85.18		$4,429.36
Motor Pool, 745 Broad St	16126692	70007000 44070	$37.15		$1,931.80
					$0.00
Animal Services, 855 Owens St	18488694	10041546 42200	$18.22		$947.44
					$0.00
GulfQuest, 155 South Water St.	17596492	10044020 44020	$32.39		$1,684.28
Totals			**$1,721.64**	**$6,886.56**	**$89,525.18**

R E S O L U T I O N

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 Cintas Corporation No. 2, in the amount of approximately $7,000 per month, for one year, renewable for two additional one year periods without further Council action, for uniform and equipment rental services as needed and as outlined in the contract attached hereto and made a part hereof as though set forth in full.

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

Adopted:

_____

City Clerk

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq*. (1975)

City of Mobile
Uniform and Supplies Rental and Services
AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, Cintas Corporation No. 2 (hereinafter "Contractor"), a for profit company organized under the laws of the State of Nevada and qualified to do business in Alabama.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work. The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, which is attached to this Agreement and incorporated by reference herein.

ARTICLE 2. 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 name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above
(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.

(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the 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 the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, 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.

ARTICLE 4. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense 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.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements.

There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: 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.

ARTICLE 10. Method of Payment: Contractor shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Contractor may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Contractor shall be mailed to:
Cintas Corporation
P. O. Box 190727
Mobile, AL 36619

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Contractor's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

By signing this contract, 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.

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR, Cintas Corporation No. 2

C. McFerrin, Its General Manager (title)

02-24-2023 Date

State of Alabama
Mobile County

I, Peggy Sarhan, a Notary public in and for said County and State, hereby certify that Clint McFerrin, whose name is known to me, acknowledged before me on this the 24th day of Feb, 2023, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Notary Public
My Commission expires on: 11/19/2023

PEGGY SARHAN
My Commission Expires
November 19, 2023

CITY OF MOBILE

William S. Stimpson, Mayor

Date

ATTEST:

City Clerk

Date

Exhibits A Statement of Work
B Certificate of Insurance
C Business License
D E-Verify Documentation

EXHIBIT A STATEMENT OF WORK

A. Contractor will provide equipment and uniform rental services for various City departments for a one year period, renewable for two additional one-year periods, in accordance with the terms and pricing of the Omnia/U.S. Communities Government Purchasing Alliance Agreement, Contract #R-BB-19002, Amendment #2, effective April 1, 2020 – October 31, 2027 between Contractor and Prince William County School Board, Manassas, VA, ("Omnia Contract") as further amended by the terms in this Agreement between City and Contractor.

B. This Statement of Work provides a list of initial items to be provided by Contractor found at Enclosure 1 to this Exhibit. Frequency numbers refer to the frequency of service intervals. The frequency number "1" in Enclosure 1 refers to weekly service, "2" is bi-weekly service, and the number "4" to monthly service. Contractor may add or remove items during the period at the request of City Departments only with the approval and at the direction of the Purchasing Agent. Contractor will maintain a running list at all times of all items being provided under this Agreement to include Item Location, Billed Department, Description of Item Provided, Quantity of Items, Frequency of Service, and Unit Monthly Rate. Contractor will provide the City Purchasing Agent a monthly report of all items being provided under the Agreement not later than the 5th calendar day of every month. Contractor will provide to each billed Department a list of all items being provided and billed to that Department concurrent with the monthly invoice.

C. Hand Sanitizers. Contractor will provide hand sanitizer services to include dispensers and supplies at the listed locations. All locations are for wall or pole-mounted electronic dispensers (unless otherwise indicated), to include mounting, servicing, refills, and equipment deployment, maintenance and removal.

D. Uniform and Floor Mat rentals. Contractor to provide uniform rental, cleaning, and maintenance, to include provision of required uniform types at correct sizing and insignia/patches/embroidery, in adequate quantities. Specific numbers, types, and locations may be changed at the direction of the Purchasing Agent with documentation of funding from the funding department.

E. Additional Items, Departments and Locations can be added with written notice from the City of Mobile Procurement Department. Such notice will be an Addendum to this agreement and will include Location, Funding Department, and Nature and Quantity of Items to be provided and pricing. All pricing shall be as per Omnia/US Communities Agreement. Additional items may include AED units, First Aid Cabinets and Servicing, or additional garment types, as needed, in response to emergency situations (ex. COVID-19 PPE.)

E. Uniform Specifications

1. Municipal Garage and Inventory Control Executive uniforms – each set:

a. One white or light-blue executive shirt with two pockets, either short or long sleeved, composed of 65% polyester and 35% cotton. "City of Mobile Municipal Garage," or a "City of Mobile Inventory Control" badge/patch shall be affixed over the left breast pocket. A badge/patch depicting the individual employee's name shall be affixed over the right breast pocket. Badges to be white background and blue trim/embroidery.

b. One pair of 100% polyester, navy-blue or black executive pants.

c. Weekly laundered and pressed/

2. Museum of Art Executive uniforms – each set:

a. One white shirt, either short or long sleeved, with one pocket over the left breast, composed of 65% polyester and 35 % cotton. No patches.

b. One pair of 100% polyester, navy-blue or black executive pants.

c. Weekly laundered and pressed.

3. Azalea City Golf Course Executive uniforms – each ser:

a. Trousers or shorts shall be pleated, 65% polyester/35% cotton, khaki in color.

b. Weekly laundered and pressed.

4. Municipal Garage and Inventory Control Cotton Uniforms – each set

a. One light-blue, long-sleeved shirt composed of 100% cotton; "City of Mobile Municipal Garage," or a "City of Mobile Inventory Control" badge/patch shall be affixed over the left breast pocket. A badge/patch depicting the individual employee's name shall be affixed over the right breast pocket. Badges to be white background and blue trim/embroidery.

b. One pair of navy-blue pants composed of 100% cotton.

c. Weekly laundered and placed on hangers.

5. Public Works Cotton Uniforms – each set

a. One light-blue, long-sleeved shirt composed of 100% cotton; "City of Mobile Public Works" badge/patch shall be affixed over the left breast pocket. A badge/patch depicting the individual employee's name shall be affixed over the right breast pocket. Badge background shall be white with brown trim and embroidery.

b. One pair of navy-blue pants composed of 100% cotton.

c. Weekly laundered and placed on hangers.

5. Electrical Flame Resistant/FR Uniforms – each set

a. One light-blue FR, long sleeved shirt. "City of Mobile Electrical (or appropriate department) badge/patch shall be affixed over the left breast pocket. Badges to be white background and blue trim/embroidery.

b. One pair of FR, navy-blue pants.

c. Weekly laundered in accordance with the FR requirements and placed on hangers.

6. Industrial Uniforms – Municipal Garage, Inventory Control, Museum of Art, Azalea City Golf Course – each set

a. One shirt composed of 65% polyester and 35% cotton in both short and long-sleeves (the lengths to be hereafter specified by Mobile) postman-blue. "City of Mobile Municipal Garage," or a "City of Mobile Inventory Control" badge/patch shall be affixed over the left breast pocket. A badge/patch depicting the individual employee's name shall be affixed over the right breast pocket. Badges to be white background and blue trim/embroidery. No badges or patches for Museum of Art of Azalea City Golf Course.

b. One pair of navy-blue pants composed of 65% polyester and 35% cotton.

c. Weekly laundered in accordance with the FR requirements and placed on hangers

7. Industrial Uniforms - Animal Control employees- each set

a. One shirt composed of 65% polyester and 35% cotton in both short and long-sleeves (the lengths to be hereafter specified by Mobile) -blue of a darker color than postman to be picked hereafter by the Animal Control. City will furnish to Contractor patches which Contractor shall affix appropriately on the left shoulder. Shirts will have badge tab for Animal Control badges. Contractor shall furnish and attach on American Flag to the right shoulder. Contractor shall embroider the words "City of Mobile Animal Control" in white on the left chest of the ladies' shirts and shall also be embroidered on the left chest of the scrub tops both inside and out.

b. One pair of navy-blue pants composed of 65% polyester and 35% cotton.

c. Weekly laundered in accordance with the FR requirements and placed on hangers

F. Uniform Replacement. Upon the request of the management of the City, Contractor will replace, at no additional charge, any uniform that becomes unsightly due to stains or fading, or which becomes worn out during the term of this bid. There will not be a charge for uniforms that must be replaced due to intentional damage by City employees or due to loss, theft or failure to return upon an employee's discontinuance of service. All replacement uniforms must be new (never used).

G. New Employee outfitting. New uniform delivery date is to be one week from the receipt of the order unless that employee's shirt size is XXX large or larger, or waist size is 48 or larger. Uniform must be new (never used). Embroidered shirts require special handling and are allowed an additional week.

H. Repairs and Alterations. Repairs and alteration cards must be provided by Contractor. All repairs and size exchanges will be performed by Contractors at no charge. Contractor agrees to inspect the uniforms for obvious needed repairs and agrees to perform these repairs when found. There shall be no ancillary charges.

I. Delivery: All uniforms will be delivered on hangers and each individual's uniforms will be bundled separately. All Municipal Garage uniforms will be hung on the clean garment rack each week. All Public Works uniforms will be hung on the clean garment rack each week. All Electrical Department uniforms be hung on the clean garment rack each week. All inventory count list will be provided for all clean and soiled uniforms each week. Departments utilizing the uniform rental shall have their own clean garment rack and soiled uniform bin at that specified location provided by Contractor. (Note: Public Works and the Municipal Garage may have additional bin requirements at additional locations.) An inventory count list will be provided for all clean and soiled uniforms each week.

J. Duration: This agreement shall be valid for one (1) year from the date of its' execution. The agreement is mutually renewable with the consent of both parties for up to two (2) additional one-year periods. Prices and terms are established in this agreement for all City of Mobile Departments. Departments and services can be added or removed only with written notification from the City of Mobile Purchasing Agent. A Department or service can be removed with a 30-day written notice, yet this contract will remain in place for all other Departments. The City of Mobile may cancel the entire agreement upon 30-day written notice to Contractor for any reason.

K. Pricing: Pricing for services will be set according to the Omnia Contract referenced in paragraph A. This is the current pricing, subject to adjustment in accordance with the terms of the Omnia Contract. All pricing adjustments will be requested by Contractor and approved by the Purchasing Agent.

Item	Unit Price (Monthly rental, unless otherwise noted)	Price for 11 Uniform Sets/Wearer	Lost/Unreturned Uniform Garment Price
Industrial Shirts	$0.18	$1.98	$14.00
Industrial Pants/Shorts	$0.18	$1.98	$14.00
Cotton Shirts	$0.26	$2.86	$12.00
Cotton Pants	$0.26	$2.86	$12.00
Executive Shirts	$0.24	$2.64	$12.00
Executive Pants	$0.24	$2.64	$12.00
Executive Shorts	$0.26	$2.86	$12.00
Cargo Pants/Shorts	$0.24	$2.64	$12.00
Polos	$0.29	$3.19	$12.00
Hi-Vis T-Shirts	$0.45	$4.95	$12.00
Hi-Vis Shirts/ANSI 2	$0.60	$6.60	$12.00
FR Shirt/Henley	$0.55	$6.05	$12.00
FR Pants	$0.55	$6.05	$12.00

Rental of Mats and Other Supplies

Item	Monthly Rental	Lost/Unreturned Item Charge
3x5 Scraper Mat	$1.75	$35.00
4x6 Scraper Mat	$2.00	$75.00
3x5 Safety Display Mats	$2.00	$35.00
3x4 Floor Mats	$2.00	$35.00
3x5 Floor Mats	$3.75	$35.00
3x10 Floor Mats	$3.25	$65.00
4x6 Floor Mats	$3.25	$75.00
Shop Towels	$0.08 each	$0.45 per towel
12"x12" Wiper Boxes – Heavy Duty	$10.00	$0.45 per wiper
100/box Wiper Boxes – All-Purpose	$8.00	$0.45 per wiper

L. Invoicing. Contractor shall bill City by individual invoice addressed to the department being serviced for the services provided. Invoicing can be weekly or monthly, dependent upon the service interval. City will pay in arrears for billed and delivered services. CINTAS hereby agrees to submit invoices to each City department for services rendered the preceding month, and additionally to Accounts Payable, City of Mobile, P. O. Box 389, Mobile, AL, 36601 or 205 Government Street, Room 440S, Mobile, AL 36644.

Encl 1 to Exhibit A Current Rental Items by Location

1. Location: City of Mobile Museum of Art, 4850 Museum Drive (16126513);
   Billed account: 10040560 42140

Item Name	Material Number	Freqcy	Price	Quantity	L/R Charge
3X5 ACTIVE SCRAPER	X10184	1	$1.518	1	-
3X5 XTRAC MAT ONYX	X10189	1	$2.277	1	-
4X6 XTRAC MAT ONYX	X10192	1	$3.289	6	-
GRAY MICROFIBER WIPE-	X7540	1	$0.164	20	-
SIG SANT SVC	X8072	1	$2.941	2	-
3X10 BLACK MAT	X84035	1	$3.308	1	-
SIG HND SANTZR STAND-	X9559	1	$1.158	2	-
AUTO SOAP DISP - BLK-	X9983	1	$0.051	2	-
DRESS SHIRT OXFORD/WHITE/LS - SZ PREM-17HLS	X374	1	$0.373	11	$15.18
PLEATED UNF PANT/BLK/CMFT-04030	X865	1	$0.223	11	$15.18
Number of Shirts per Wearer	11				
Number of Pants Per Wearer	11				
Total number of Mats at account	9				
Average Weekly Price	**$111.293**				

2. Location: City of Mobile Referral Service, 200 Government St, (16126597);
   Billed account: 10040520 44020

Item Name	Material Number	Freqncy	Price	Quantity	L/R Charge
4X6 XTRAC MAT ONYX	X10192	1	$3.289	1	-
4X6 BLACK MAT	X84435	1	$3.036	4	-
1000 MOISTURE SP SVC	X9312	1	$2.400	6	-

1000 MOISTURE SOAP REFILL-	X9313	1	$0.000	6	-
INST HAND SANT SVC	X9322	1	$2.986	2	-
SOAP DISPENSER - BLK-	X9981	1	$0.000	2	-
LAB COAT/WMNS/WHITE	X525	1	$0.296	19	$16.50
LAB COAT/WMNS/WHITE - SZ PREM-4XLLS	X525	1	$0.446	8	$16.50
Number of Coats	27				
Total number of Mats at account	5				
Average Weekly Price	**$44.70**				

3. Location: 4th Precinct/Fire Station 26, 8080 Airport Blvd, (16127148); **Billed account: 10041532 42140**

Item Name	Material Number	Freqcy	Price	Quantity
4X6 ACTIVE SCRAPER	X10186	1	$1.771	3
4X6 XTRAC MAT ONYX	X10192	1	$3.289	3
4X6 SCRAPER MAT	X2478	1	$1.771	3
SIG AUTOSOAP DSP ALU-	X27045	1	$0.506	2
SIG AUTOSOAP CVR WHT-	X27048	1	$0.000	2
SIG SANT ALC FM RFL-	X8071	4	$0.000	2
SIG SANT SVC	X8072	1	$2.941	2
Total number of Mats at account	9			
Average Weekly Price	**$27.38**			

4. Location: Western Admin Complex, 4851 Museum Dr, (16126711); **Billed account: 10049000 44020**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 SCRAPER MAT	X2477	1	$1.518	8
4X6 SCRAPER MAT	X2478	1	$1.771	1
4X6 BLACK MAT	X84435	1	$3.036	11
INST HAND SANT SVC	X9322	1	$2.986	2
SANIS SOAP DISPENSER WHITE-	X9980	1	$0.000	2
Total number of Mats at account	20			
Average Weekly Price	**$53.28**			

5. Location: Fire Central Supply, 2851 Old Shell Rd, (16126769). **Billed Acct: 10041522 44020**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 SCRAPER MAT	X2477	1	$1.518	2
4X6 SCRAPER MAT	X2478	1	$1.771	1
SIG SOAP DSP ALU	X27058	1	$0.456	2
SIG SANT SVC	X8072	1	$2.700	2
3X5 BLACK MAT	X84335	1	$1.771	1
4X6 BLACK MAT	X84435	1	$3.036	1
SIG HND SANTZR STAND-	X9559	1	$0.547	2
Total number of Mats at account	5			
Average Weekly Price	**$17.02**			

6. Location: Fire Prevention, 2851 Old Shell Rd (17633102); **Billed account: 10041522 44020**

Item Name	Material Number	Freqcy	Price	Quantity
INST HAND SANT SVC	X9322	4	$10.120	37
INST HAND SANT GEL RFL	X9323	4	$0.000	37
Average Monthly Price	**374.44**			

7. Location: Police Impound, 1215 B Virginia St (16126715); **Billed account: 10041542 42140**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 ACTIVE SCRAPER	X10184	1	$1.518	1
3X5 XTRAC MAT ONYX	X10189	1	$2.277	7
3X10 TRAFFIC MAT	X10198	1	$3.542	2
3X10 BLACK MAT	X84035	1	$3.542	3
3X5 BLACK MAT	X84335	1	$1.771	7
NON ALC HND SANT SVC	X9328	1	$2.783	2
NON ALC HND SANT RFL-	X9329	4	$0.000	2
AUTO SOAP DISP	X9982	1	$0.000	2
Total number of Mats at account	20			
Average Weekly Price	**$33.59**			

8. Location: Police Academy, 1251 Virginia St (16126654); **Billed account 10041530 42140**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 ACTIVE SCRAPER	X10184	1	$1.518	3
4X6 ACTIVE SCRAPER	X10186	1	$1.771	1
3X5 XTRAC MAT ONYX	X10189	1	$2.277	2
4X6 XTRAC MAT ONYX	X10192	1	$3.289	3
NON ALC HND SANT SVC	X9328	1	$2.783	2
AUTO SOAP DISP	X9982	1	$0.000	2
Total number of Mats at account	9			
Average Weekly Price	**$26.31**			

9. Location: Police Central Precinct, 55 N Water St (17220634); **Billed account: 10041532 42140**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 TRAFFIC MAT	X10196	1	$2.172	2
4X6 TRAFFIC MAT	X10197	1	$3.289	1
SIG SOAP DSP	X27058	1	$0.456	1
SIG SANT SVC	X8072	1	$2.700	1
4X6 LOGO MAT J1263 4X6 MOBILE POLICE DEPT	X84401	1	$4.301	1
4X6 LOGO MAT J1264 4X6 MOBILE POLICE DEPT	X84401	1	$4.301	1
SIG HND SANTZR STAND	X9559	1	$0.547	1
Total number of Mats at account	5			
Average Weekly Price	**$19.94**			

10. Location: Police 850 St. Anthony St (16127214); **Billed account: 10041538 42140**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 XTRAC MAT ONYX	X10189	1	$2.277	3
4X6 XTRAC MAT ONYX	X10192	1	$3.289	1
3X10 TRAFFIC MAT	X10198	1	$3.542	2
3X5 BLACK MAT	X84335	1	$1.771	3
NON ALC HND SANT SVC	X9328	1	$2.783	1
AUTO SOAP DISP	X9982	1	$0.000	1
Total number of Mats at account	9			
Average Weekly Price	**$25.59**			

11. Location: Police 2nd Precinct, 5441 Hwy 90 (16131433); **Billed account: 10041532 42140**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 ACTIVE SCRAPER	X10184	1	$1.518	1
4X6 ACTIVE SCRAPER	X10186	1	$1.771	1
4X6 TRAFFIC MAT	X10197	1	$3.289	2
3X10 TRAFFIC MAT	X10198	1	$3.542	5
NON ALC HND SANT SVC	X9328	1	$2.783	1
AUTO SOAP DISP	X9982	1	$0.000	1
Total number of Mats at account	9			
Average Weekly Price	**$30.36**			

12. Location: Municipal Garage, 770 Gayle St (16131560); **Billed account: 10042050 44070**

Item Name	Material Number	Freqcy	Price	Quantity	L/R Charge
3X5 ACTIVE SCRAPER	X10184	1	$1.518	1	-
3X5 WELLNESS AF ONYX	X1917	1	$4.000	32	-
SIG SANT SVC	X8072	1	$2.700	15	-
3X10 BLACK MAT	X84035	1	$3.542	2	-
3X5 BLACK MAT	X84335	1	$1.771	15	-
4X6 BLACK MAT	X84435	1	$3.036	4	-
SIG HND SANTZR STAND-	X9559	1	$1.518	15	-
CARGO PANTS/NAVY	X270	1	$0.373	11	$15.18
UF SHR/NAVY/CMFT/RFT STR/SS	X59935	1	$0.470	11	$33.50
Number of Shirts per Wearer	11				
Number of Pants Per Wearer	11				
Total number of Mats at account	54				
Average Weekly Price	**$548.55**				

13. Location: Garage Inventory Control, 770 Gayle St. (16131568); **Billed account: 10042050 44070**

Item Name	Material Number	Freqcy	Price	Quantity	L/R Charge
CARGO PANTS/NAVY	X270	1	$0.223	11	$15.18
UF SHR/NAVY/CMFT/RFT STR/SS	X59935	1	$0.470	11	$33.50
Number of Shirts per Wearer	11				
Number of Pants Per Wearer	11				
Average Weekly Price	**$34.12**				

14. Location: Public Services Mowing, 770 Gayle St (16131532); **Billed account: 10042086 44070**

Item Name	Material Number	Freqcy	Price	Quantity
NON ALC HND SANT SVC	X9328	1	$2.783	12
AUTO SOAP DISP	X9982	1	$0.000	12
Average Weekly Price	**$33.40**			

15. Location: Municipal Garage, 770 Gayle St, (16131051); **Billed Account 10042060 44020**

Item Name	Material Number	Freqcy	Price	Quantity	L/R Charge
FR SHRT/CRHRT 88/12 MD BLUE/LS	X294	1	$0.456	4	$65.78
PANT/FR/CARHART/88C/12N/NAVY	X371	1	$0.456	11	$60.72
KNIT/CTN HENLEY/FR/MED BLUE/LS	X60244	1	$0.456	7	$65.78
Number of Shirts per Wearer	11				
Number of Pants Per Wearer	11				
Average Weekly Price	**$165.13**				

16. Location: Public Services Trash, 1900 Hurtel St (16126602); **Billed account: 10042090 44070**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 XTRAC MAT ONYX	X10189	1	$2.277	2
4X6 XTRAC MAT ONYX	X10192	1	$3.289	1
3X5 SCRAPER MAT	X2477	1	$1.518	1
4X6 SCRAPER MAT	X2478	1	$1.771	1
SIG SANT ALC FM RFL-	X8071	4	$0.000	5
SIG SANT SVC	X8072	1	$2.700	5
3X10 BLACK MAT	X84035	1	$3.542	2
3X5 BLACK MAT	X84335	1	$1.771	3
4X6 BLACK MAT	X84435	1	$3.036	4
SIG HND SANTZR STAND-	X9559	1	$1.518	5
Total number of Mats at account	14			
Average Weekly Price	**$56.75**			

17. Location: Public Services, 770 Gayle St (16126630); **Billed account: 10042070 44070**

Item Name	Material Number	Freqcy	Price	Quantity
NON ALC HND SANT RFL	X9329	4	$0.000	12
3X10 BLACK MAT	X84035	1	$3.542	2
ALC FOAM HND SNT SVC	X9338	1	$2.783	12
3X5 BLACK MAT	X84335	1	$1.771	14
4X6 BLACK MAT	X84435	1	$3.036	1
AUTO SOAP DISP - WH	X9982	1	$0.000	12
SIG SANT ALC FM RFL	X8071	4	$0.000	4
SIG SANT SVC	X8072	1	$4.554	4
SIG HND SANTZR STAND	X9559	1	$1.518	4
Total number of Mats at account	17			
Average Weekly Price	**$85.18**			

18. Location: Motor Pool, 745 Broad St (16126692); **Billed account: 70007000 44070**

Item Name	Material Number	Freqcy	Price	Quantity	L/R Charge
3X5 ACTIVE SCRAPER	X10184	1	$1.518	5	-
3X5 BLACK MAT	X84335	1	$1.771	2	-
4X6 BLACK MAT	X84435	1	$3.036	6	-
CARGO PANTS/NAVY	X270	1	$0.223	11	$15.18
UNIFORM SHIRT/NVY CMFT SS	X935	1	$0.162	11	$12.14
Uniform Advantage	$0.081				
Prep Advantage	$0.051				
Emblem Advantage	$0.061				
Number of Shirts per Wearer	11				
Number of Pants Per Wearer	11				
Average Weekly Price	**$37.15**				

19. Location: Police, 850 Virginia St (21322877); **Billed account: 10041538 42140**

Item Name	Material Number	Freqcy	Price	Quantity	L/R Charge
3X5 SCRAPER MAT	X2477	1	$1.518	2	-
3X10 BLACK MAT	X84035	1	$3.542	3	-
3X5 BLACK MAT	X84335	1	$1.711	1	-
INST HAND SANT SVC	X9322	1	$2.986	1	-
SANIS SOAP DISPENSER	X9980	1	$0.000	1	-
UNIFORM SHIRT/NVY CMFT SS	X935	1	$0.162	11	$12.14
WORK PANT/NAVY	X945	1	$0.312	11	$18.32
Uniform Advantage	$0.081				
Prep Advantage	$0.051				
Number of Shirts per Wearer	11				
Number of Pants Per Wearer	11				
Average Weekly Price	**$26.54**				

20. Location: Police 1st Precinct, 2601 Dauphin Island Pky (16126666); **Billed account: 10041532 42140**

Item Name	**Material Number**	**Freqncy**	**Price**	**Quantity**
4X6 ACTIVE SCRAPER	X10186	1	$1.771	1
4X6 LOGO MAT D0557 4X6 MOBILE POLICE DEPT	X84401	1	$4.301	1
Total number of Mats at account	2			
Average Weekly Price	**$6.07**			

21. Location: Police Crime Prevention, 2407 Airport Blvd (18513339); **Billed account: 10041542 42140**

Item Name	**Material Number**	**Freqcy**	**Price**	**Quantity**
4X6 BLACK MAT	X84435	4	$12.144	1
INST HAND SANT SVC	X9322	4	$10.120	1
INST HAND SANT GEL RFL	X9323	4	$0.000	1
Total number of Mats at account	1			
Average Monthly Price	**$22.26**			

22. Location: Mobile Radio Shop, 1251B Virginia St (18425305); **Billed account 10041530 42140**

Item Name	**Material Number**	**Freqcy**	**Price**	**Quantity**
3X5 XTRAC MAT ONYX	X10189	4	$9.108	2
SOAP DISP-BLK	X9981	4	$0.000	2
Total number of Mats at account	2			
Average Weekly Price	**$18.22**			

23. Location: Animal Services, 855 Owens St (18488694); **Billed account 10041546 42200**

Item Name	**Material Number**	**Freqcy**	**Price**	**Quantity**
3X5 XTRAC MAT ONYX	X10189	4	$9.108	2
Total number of Mats at account	2			
Average Weekly Price	**$18.22**			

24. Location: Fire Training Center, 860 Owens St (16127156); **Billed account: 10041522 44020**

Item Name	Material Number	Freqcy	Price	Quantity
4X6 BLACK MAT	X84435	1	$3.036	1
3X5 ACTIVE SCRAPER	X10184	1	$1.518	3
4X6 ACTIVE SCRAPER	X10186	1	$1.771	1
3X5 XTRAC MAT ONYX	X10189	1	$2.277	6
4X6 XTRAC MAT ONYX	X10192	1	$3.289	1
Total number of Mats at account	12			
Average Weekly Price	**$26.31**			

25. Location: Government Plaza, 205 Government St (17509385); **Billed account 10049000 44020**

Item Name	Material Number	Freqcy	Price	Quantity
AUTO SOAP DISP - BLK	X9983	4	$0.506	8
ALC FOAM HND SNT RFL	X9339	4	$0.000	8
ALC FOAM HND SNT SVC	X9338	4	$10.120	8
Average Weekly Price	**$85.01**			

26. Location: GulfQuest, 155 South Water St. (17596492); **Billed account 10044020 44020**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 XTRAC MAT ONYX	X10189	4	$9.108	2
4X6 ACTIVE SCRAPER	X10186	4	$7.084	2
Total number of Mats at account	4			
Average Weekly Price	**$32.39**			

27. Location: Mobile Fire Dept, 700 Museum Dr. (19023583): **Billed account: 10041522 44020**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 ACTIVE SCRAPER	X10184	1	$1.602	4
4X6 XTRAC MAT ONYX	X10192	1	$3.597	5
SIG AUTOSOAP DSP ALU-	X27045	1	$0.058	4
SIG AUTOSOAP CVR BLK-	X27050	1	$0.000	4
SIG SANT SVC	X8072	1	$2.700	4
Total number of Mats at account	9			
Average Weekly Price	**$32.39**			

1. Location: Mobile Police HQ, 2460 Government St. (16131248); **Billed account: 10041538 42140**

Item Name	Material Number	Freqcy	Price	Quantity
4X6 ACTIVE SCRAPER	X10186	1	$1.771	3
3X5 XTRAC MAT ONYX	X10189	1	$2.277	1
4X6 XTRAC MAT ONYX	X10192	1	$3.289	1
4X6 BLACK MAT	X84435	1	$2.779	3
NON ALC HND SANT SVC	X9328	1	$2.783	3
AUTO SOAP DISP - WH-	X9982	1	$0.000	3
Total number of Mats at account	8			
Average Weekly Price	**$27.57**			

EXHIBIT B

Insurance Documentation

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
c/o Aon Client Services
4 Overlook Point
Lincolnshire IL 60069 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:	Liberty Mutual Fire Ins Co	23035
INSURER B:	LM Insurance Corporation	33600
INSURER C:	Liberty Insurance Corporation	42404
INSURER D:	Westchester Fire Insurance Company	10030
INSURER E:		
INSURER F:		

INSURED
Cintas Corporation and its Subsidiaries
6800 Cintas Blvd
PO Box 625737
Cincinnati OH 45262 USA

COVERAGES **CERTIFICATE NUMBER:** 570097224824 **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 CLAIMS-MADE / X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC OTHER:			TB2651004227092	07/01/2022	07/01/2023	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 $1,000,000 $5,000 $1,000,000 $2,000,000 $1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X Comp/Coll $0 Ded.			AS2-651-004227-072 AOS	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
D	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			G22035277017	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA565D004227102 WA765D004227112 WC5651004227122	07/01/2022 07/01/2022 07/01/2022	07/01/2023 07/01/2023 07/01/2023	X PER STATUTE / OTH- E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$2,000,000 $2,000,000 $2,000,000

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

CERTIFICATE HOLDER

City of Mobile
Attn: Anne Foley
PO Box 1827
Mobile AL 36633 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 Services Northeast, Inc.

Holder Identifier : 211

Certificate No : 570097224824

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ACORD 25 (2016/03)

EXHIBIT C

Business License

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

CINTAS CORP 2 LOC 211 T4
5679 COMMERCE BLVD E
MOBILE, AL 36619

YEAR	LICENSE NO
2022	56619
ISSUED	**EXPIRES**
2/3/2022	12/31/2022

532299 LEASE/RENT-TANG.PER.PROP-NEC

Donna G. Bryars

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

CINTAS CORP 2 LOC 211 T4
6800 90C CINTAS BLVD - ACCTG ASST
MASON OH 45040

EXHIBIT D

E-Verify Enrollment Documentation

Company ID Number: 19959
Client Company ID Number: 529104

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), Cintas Corporation (Employer), and TALX Corporation (E-Verify Employer Agent) regarding the Employer's and E-Verify Employer Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's database to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
   - Automated verification checks on employees by electronic means, and
   - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent), at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the E-Verify Employer Agent) anti-discrimination

notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.

6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish

identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

6. The Employer agrees to initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the

employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

8. The Employer (through its E-Verify Employer Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final

nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Employer agrees that it will use the information it receives from SSA or DHS (through the E-Verify Employer Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

13. The Employer acknowledges that the information which it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

Company ID Number: 19959
Client Company ID Number: 529104

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

    a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

    b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

    c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and then selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

    d. Employer that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days

after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local , tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause (through their E-Verify Employer Agent) may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent

to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF THE E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.

3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

    a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

    b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.

4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.

5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.

6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day

time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the E-Verify Employer Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
   - Scanning and uploading the document, or
   - Sending a photocopy of the document by and express mail account (pain for at employer expense).

7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.4 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

Company ID Number: 19959
Client Company ID Number: 529104

The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors, or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, the Employer, or their agents, officers, or employees.

Company ID Number: 19959
Client Company ID Number: 529104

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the E-Verify Employer Agent or the Employer.

F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the E-Verify Employer Agent.

Cintas Corporation (Employer) hereby designates and appoints **TALX Corporation** (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out **Cintas Corporation** (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

E-Verify

Company ID Number: 19959
Client Company ID Number: 529104

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Cintas Corporation

C. McFerrin — General Manager
Name (Please Type or Print) — Title

Signature — 01/04/2023
Date

E-Verify Employer Agent TALX Corporation

Jerald Jackson
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 — 04/26/2012
Signature — Date

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: Cintas Corporation

Company ID Number: 19959
Client Company ID Number: 529104

Company Facility Address: 6800 Cintas Blvd
Mason, OH 45040

County or Parish: WARREN

Employer Identification Number: 311703809

North American Industry Classification Systems Code: 812

Administrator:

Number of Employees: 10,000 and over

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - C. J. Small - District 3

Purpose and Scope of Project:

Asbestos Abatement and Demolition of structure buildings at 1050 Dauphin Island Parkway.

Amount of Contract:

$92,399.00

Effective Date of Contract:

3/7/2023

Funding Source

Project # Woodlawn Apartments - Asbestos Abatement and Demolition - Project Numbers: ME-118-22; ME119-22

Discretionary Funds N/A

Project String N/A

Contract Number:4342

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Woodlawn Apartments - Asbestos Abatement and Demolition - 1050 Daphin Island Parkway	Cover Memo	3/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	3/1/2023 - 4:13 PM

Legal	Kern, Chris	Approved	3/2/2023 - 12:57 PM
Legal	Kern, Chris	Approved	3/2/2023 - 12:59 PM
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:25 PM
City Clerk	Gauthier, Lana	Approved	3/7/2023 - 9:10 AM

RESOLUTION

2023

Sponsored by: Mayor William S. Stimpson

Councilmember: C.J. Small

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: Virginia Wrecking Company, Inc.

Project Name: Woodlawn Apartments – Asbestos Abatement and Demolition (Phase 2) 1050 Dauphin Island Parkway

Project Numbers: ME-118-22; ME-119-22

Amount: $92,399.00

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Woodlawn Apartments - Demolition (Phase 2)

CAPITAL PROJECT # CO111 **DATE OF RECEIPT** _____

DEPT. PROJECT # ME-118-22; ME-119-22

PROJECT DESCRIPTION Asbestos Abatement and Demolition at 1050 Dauphin Island Parkway.

CONTRACT AMOUNT $ 92,399.00

VENDOR NAME Virgina Wrecking Company, Inc.

VENDOR NUMBER 296039

DEPT # 5510 **DEPT NAME** Municipal Enforcement Department

CONTRACT ADMINISTRATOR David Daughenbaugh

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X **N** ___ ; 5% of the 1st 50% _____ or If different, indicate special rate _____

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

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

Prepared by: _____ **Date** 2/28/23

Revised 5/16/2022 Tiffany Hollins

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this_____.

BETWEEN the Owner: **CITY OF MOBILE**
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor: **VIRGINIA WRECKING COMPANY, INC.**
P.O. Box 2730
Daphne, Alabama 36526

City Business License No.: 114161

For the following Project: **Woodlawn Apartments – Asbestos Abatement and Demolition (Phase 2)**

1050 DAUPHIN ISLAND PARKWAY
MOBILE, ALABAMA 36605
PROJECT NUMBERS: ME-118-22; ME-119-22

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Exhibit "A"- Scope of Work, which is attached hereto and is hereby incorporated as a part of this Agreement. The Contract amount for demolition of **PROJECT LOCATION: 1050 DAUPHIN ISLAND PARKWAY located in Mobile, Alabama, Total Contract sum amount is: Ninety Two Thousand Three Hundred Ninety Nine Dollars and No Cents ($92,399.00).**

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 OWNER'S REPRESENTATIVE

The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project is the Deputy Director of Municipal Enforcement Department or the Deputy Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Work shall commence within **ten (10)** business days of the date of a written Notice to Proceed. The Contractor shall deliver All Work, proof of Advertisement, Close-out documents and Invoices for completed Work within **ninety (90)** calendar days from the date of the written Notice to Proceed.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet or transfer his interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owners sole discretion.

3.3 This Agreement, including the Request for Quotes documents, is the final expression of the agreement between the parties and represents the complete and exclusive statements of the terms agreed upon, and shall supersede all prior negotiations, understandings, representations or Agreements, either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 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 any close out requirements are not acceptably submitted for more than fifteen (15) 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.

3.6 All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

Program Coordinator
Municipal Enforcement Department
Western Admin Complex
4851 Museum Drive
Mobile, AL 36608

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: Virginia Wrecking Company, Inc.
P. O. Box 2730, Daphne, AL 36526

3.7 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:

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease limits, and $1,000,000 each employee.

COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability coverage with the following minimums:

- $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- $2,000,000 Products/Completed Operations aggregate
- $1,000,000 Personal and Advertising Injury per person/organization
- $2,000,000 general aggregate per project

AUTOMOBILE LIABILITY:

Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

COMMERCIAL UMBRELLA LIABILITY:

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $1,000,000 per line of coverage.

CERTIFICATES OF INSURANCE

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

ADDITIONAL INSUREDS

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall

be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

CANCELLATION

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

WAIVER OF SUBROGATION

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

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. Pollution Legal Liability coverage shall be without asbestos exclusion.

3.8 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.9 The CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. **Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.**

3.10 This Agreement shall be governed by the laws of the State of Alabama and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama.

3.11 Contractor shall obtain, at its own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City permits may be obtained at no cost to the Contractor.

3.12 Contractor, in the performance of its operations and obligations hereunder, shall not be or 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.

4.0 BEST MANAGEMENT PRACTICE AND CERTIFICATIONS FOR DEMOLITION OF CONDEMNED STRUCTURES WITH LEAD-BASED PAINT:

4.1 The Contractor shall be responsible for providing, implementing and maintaining "Best Management Practices" (BMP's) for erosion and sediment control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the demolition/restoration period.

4.2 A copy of this waste shipment record must be provided to the disposal site owner at the time the material is delivered. A copy of this waste shipment record, signed by the disposal site owner or operator must be included with application and certification for payment.

5.0 METHOD OF PAYMENT

Contractor shall provide two (2) notarized original signature copies of invoices to the Municipal Enforcement Department upon successful completion of service, along with the submission of all required Close-Out Documents for review and approval. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703.

6.0 TERMINATION OF CONTRACT

The City or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to Program Coordinator, Municipal Enforcement Department, Western Admin Complex, 4851 Museum Drive, Mobile, Alabama 36608. 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.

7.0 PROOF OF ADVERTISEMENT OF COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a local newspaper one (1) time, as required in the Title 39, Section 39-1-1, Subsection (g), of the Code of Alabama. Contractor shall also provide, at the same time notice be sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the Project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that, **VIRGINIA WRECKING COMPANY, INC.,** has completed the contract for Woodlawn Apartments – Asbestos Abatement and Demolition (Phase 2), Location of Address **1050 DAUPHIN ISLAND PARKWAY; ME-118-22; ME-119-22** in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Municipal Enforcement Department, Western Admin Complex, 4851 Museum Drive, Mobile, Alabama 36608.

(c) Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

8.0 NONDISCRIMINATION

Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

9.0 CONTRACT DOCUMENTS

The contract documents consist of this Agreement, Request for Quotes documents, the Contractor's Quote as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents contained herein, other than a Modification, appears below:

1. Your Quote dated, February 8, 2023
2. This Instrument (Agreement)
3. Certificate of Insurance forms with endorsement
4. E-Verify Documentation

10.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

11.0 IMMIGRATION LAW

By signing this Agreement, Contractor affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Contractor shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contactor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.

12.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

13.0 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.

14.0 OPPORTUNITY TO CONSULT WITH COUNSEL

CONTRACTOR acknowledges that he, or she, has had an opportunity to consult with and be represented by counsel of CONTRACTOR'S choosing in the review of this Agreement, that he, or she, has been advised by the CITY to do so, that CONTRACTOR 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 CONTRACTOR enters into this Agreement freely, without duress or coercion, and based on the CONTRACTOR'S own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. The CONTRACTOR further represents and acknowledges that he, or she, has been provided a reasonable period of time within which to review the terms of this Agreement.

15.0 ANTI-BOYCOTT

By signing this Agreement, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

16.0 AUTHORITY TO EXECUTE AGREEMENT

Contractor's signatory below represents the s/he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

17.0 NO THIRD-PARTY BENEFIT

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

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 Contractor by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

CONTRACTOR:

Treasurer
Signature / Title

Sarah Maddox / Treasurer

(Corporate Seal Applied)

ATTEST:

City Clerk

EXHIBIT A

SCOPE OF WORK - INDEX

WOODLAWN APARTMENTS – ASBESTOS ABATEMENT AND DEMOLITION (PHASE 2)
1050 DAUPHIN ISLAND PARKWAY, MOBILE, ALABAMA
PROJECT NUMBERS: ME-118-22; ME-119-22

Scope of Work: Consist of (10) Ten Single Stories Buildings

Scope of Work: Provide all labor and materials required for an ***Asbestos Abatement*** of all asbestos-containing materials outlined in the specification **Exhibit 8 Asbestos Abatement Specifications Woodlawn Apartments – Asbestos Abatement and Demolition (Phase 2).** The asbestos abatement shall be in accordance with United State Environmental Protection Agency (USEPA) and Alabama Department of Environmental Management (ADEM) regulations as indicated in the specification documents. Contractor shall conduct a full ***"Wet Demolition"*** in removing the structures including all contents inside and as described in the attached general notes and specifications provided, including all foundations, footings, slabs, etc. All demolition material and debris shall be sent to an approved Hazardous Landfill for Asbestos Containing Materials (ACM) and the demolition debris shall be sent to an approved Industrial and Construction and Demolition (C&D) Landfills. Disconnect and cap off all utility lines, such as sanitary sewer, water, and gas, in a manner satisfactory to the respective agency and the City of Mobile. Contractor shall clear lots by removing all debris resulting from the demolition of structures and all debris as designated in piles, scattered or otherwise on the sites. Contractor is to provide Sediment and Erosion Control measures, grassing, and Best Management Practices for Demolitions where Asbestos Containing Materials and/or Lead-Based Paint may be present, per specifications. Submit before and after demolition pictures to City of Mobile Municipal Enforcement Department, along with waste shipment record, Invoice for payment and required close-out documents

END OF SCOPE OF WORK

ASBESTOSABATEMENT SPECIFICATIONS
WOODLAWN APARTMENTS PHASE ii
1050 DAUPHIN ISLAND PARKWAY
MOBILE, ALABAMA

January 26, 2023

Prepared for:

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, ALABAMA 36602

PROJECT NO.: 23-1101-0016

Frederick W. Rowell Sr., P.E.
Alabama AHERA Project Designer
APD322255546

2970 Cottage Hill Road
Suite 190
Mobile, AL 36606
251.666.2443 ph. /251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS, INC COMPANY

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Asbestos Abatement Specifications
Woodlawn Apartments Phase II
Mobile, Alabama

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SECTION 01015 ASBESTOSABATEMENT SCOPE OF WORK

1.1 The Site

The City of Mobile is demolishing additional abandoned apartments, located at 1050 Dauphin Island Parkway and on Woodlawn Drive. Prior to demolition all asbestos-containing cementitious siding and heater flues are to be removed and disposed of by the Contractor in accordance with United States Environmental Protection Agency (USEPA) and Alabama Department of Environmental Management (ADEM) regulations. Addresses and approximate square footage of each structure is included as Attachment A, along with a site plan. However, the exact limits and quantity of the Work are the sole responsibility of the Contractor and they are responsible for removal of all asbestos-containing materials (ACM) at no additional cost to the Owner, and they shall verify all conditions, quantities and situations adjoining the Work.

1.2 Scope of Work

1.2.1 Asbestos

Work in this contract includes all labor and materials necessary to remove and dispose of the following:

- All asbestos-containing cementitious siding from all buildings listed in Attachment A. Refer to Section 02030 Asbestos Removal – Cementitious Siding for work particulars.

- All asbestos-containing heater flues from all buildings listed in Attachment A. Refer to Section 02020 Asbestos Removal. Flues can be removed in tact with procedures outlined in Section 02030.

1.2.2 Site Conditions

Prior to Contractor commencing work, the Owner (via contracted General Contractor) shall remove trees and shrubs from around the structures to be abated. Contractor shall coordinate work activities accordingly.

1.2.3 Schedule

The General Contractor will provide the schedule for work activities. Thompson Engineering shall be notified of the abatement schedule so a Project Monitor can be on site during asbestos removal activities.

1.3 Respiratory Protection

Workers shall wear respiratory protection during all activities, which may disturb ACM. The following presents the minimum respiratory protection that will be worn during the related activities:

Pre-cleaning the work area, constructing the containments, and handling containers of ACM.	1/2 face dual cartridge HEPA Filter Respirators
Gross Removal of ACM, Clean up of Work Area and Encapsulation	1/2 face dual cartridge HEPA Filter Respirators

In all cases, should fiber levels exceed 0.2 f/cc, then the Contractor shall use powered air purifying respirators (PAPR) until the cause of the elevated fiber levels is corrected and levels below 0.2 f/cc are documented.

Refer to Section 02020, "Asbestos Removal" for additional information.

1.4 SUBMITTALS

A. Prior to Work:

1. Copy of asbestos abatement notification filed.

2. Name(s) and copy of Safe State Certification of the Supervisor(s).

3. Proof that all required permits, site location, and arrangements for transportation and disposal of the ACM has been obtained.

B. Project Completion:

1. Copy of Project log book, which includes a list of personnel and copies of their certifications, daily sign-in sheets, daily reports, and completed Waste Shipment Records.

2. Copy of all air monitoring conducted during the project.

END OF SECTION

SECTION 01050 ASBESTOS PROJECT MONITOR

The Owner will provide an Asbestos Project Monitor to conduct all air monitoring required for the entire project. The Asbestos Project Monitor shall, at a minimum, have successfully completed a NIOSH 582 course or equivalent, and an EPA approved Supervision of Asbestos Abatement Projects course.

All air monitoring for this project shall be conducted in accordance with NIOSH Method 7400, latest revision. Air monitoring required for this project is outlined in Section 02110, "Air Monitoring and Clearance Testing". It is required that the Asbestos Project Monitor be on site at all times asbestos materials are being removed and air monitoring is being conducted.

END OF SECTION

SECTION 02020 ASBESTOS REMOVAL

1.0 GENERAL

1.1 Scope

This Section covers removal of friable asbestos-containing materials (ACM) inside of a building.

1.2 Description of Work

A. All work shall be conducted by competent persons who are knowledgeable, qualified and trained for the particular work they will perform.

B. The Contractor shall supply all labor, materials, equipment, services, insurance and incidentals that are necessary or required to perform the Work in accordance with applicable governmental regulations and these Specifications.

1.3 Definitions

A. Abatement: Procedures to decrease or eliminate the source of fiber release from ACM. Procedures include encapsulation, enclosure and removal.

B. Air Filtration Equipment: A portable local filtration system equipped with HEPA filtration and capable of maintaining a constant, low velocity flow to filter and trap contamination out of the air within the Work area. This equipment also establishes a reduced pressure within the Work area.

C. Airlock: System for permitting ingress and egress without permitting air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.

D. Airlock Doorway: A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two or three overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway; or by using a rigid gasketed door and HEPA filter vents.

E. Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard that is frequently comprised of asbestos combined with cellulose or refractory binders.

F. Air Monitoring: The process of measuring the fiber and/or asbestos content of a specific volume of air in a stated period of time. Two common types of air monitoring for asbestos abatement are by phase contrast microscopy (PCM) or transmission electron microscopy (TEM).

G. Amended Water: Water to which a surfactant has been added.

H. Asbestos: The asbestiform varieties of serpentine (chrysotile, antinolite), riebeckite (crocidolite), commingtonite-grunerite (amosite), anthophylite, and actinolite-tremolite. For purposes of determining respiratory and worker protection, both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.

I. Asbestos-Containing Building Material: Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.

J. Asbestos-Containing Material (ACM): Any material containing more than 1% of asbestos of any type or mixture of types.

K. Authorized Person or Visitor: The building owners, or their authorized representative, or any representative of a regulatory or other agency having jurisdiction over the Project.

L. Clean Room: An uncontaminated area or room, which is a part of the personnel decontamination unit with provisions for storage of worker's street clothes and protective equipment.

M. Critical Barrier: Seal applied to openings connecting the abatement area with adjacent spaces that will not be included in the containment. Critical barriers shall not be exposed to the gross removal environment. Examples of openings requiring critical barriers include, but are not limited to: HVAC vents and diffusers; doorways; windows; air plenums; and floor, wall and ceiling penetrations. Critical barriers shall be semi-rigid and sealed with at least one layer of 6-mil plastic sheeting.

N. Decontamination Unit: A series of connected rooms, with airlock doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination facility always contains at least one air lock.

O. Encapsulation: The sealing of asbestos surfaces involving application of a material (encapsulant) that will envelop or coat the fiber matrix and eliminate fiber fallout and protect against impact damage.

P. Enclosure: Procedures necessary to completely enclose material containing asbestos behind airtight, impermeable, permanent barriers.

Q. Equipment Room: A contaminated area or room that is part of the personnel decontamination unit with provisions for storage of contaminated clothing and equipment.

R. Fixed Object: A unit of equipment or furniture in the Work area that cannot be removed from the Work area.

S. Glovebag: A sack (typically constructed of 6-mil transparent polyethylene or polyvinylchloride plastic) with inward projecting long sleeve gloves, which is designed to enclose an object from which an asbestos-containing material is to be removed.

T. HEPA Filter: A high efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97% of particles (asbestos fibers) greater than 0.3 micrometers in mass median aerodynamic equivalent diameter.

U. HEPA Vacuum Equipment: Vacuuming equipment with a HEPA filter system.

V. Log Book: A notebook or other book containing essential project data and daily project information and a daily project diary. This book is kept on the Project site at all times.

W. Mini-Enclosure: A method with limited applications for removing small amounts of friable asbestos containing material typical for small-scale, short duration type projects.

X. NESHAP: National Emissions Standard for Hazardous Air Pollutants, 40 CFR Part 61.

Y. N.E.C.: National Electrical Code.

Z. NIOSH: National Institute for Occupational Safety and Health.

AA. Non-Friable Asbestos-Containing Material: Material that contains more than 1% asbestos and that cannot be crumbled, pulverized, or reduced to powder by hand pressure when dry is considered a Non-Friable ACM. NESHAP regulations divide Non-Friable materials into the following two groups:

1. Category I Non-Friable Asbestos-Containing Material includes asbestos-containing packings and gaskets, asbestos-containing

resilient flooring materials, and asbestos-containing asphaltic roofing products.

2. Category II Non-Friable Asbestos-Containing Material includes any asbestos-containing material other than Category I Non-Friable materials that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure.

AB. OSHA: Occupational Safety and Health Administration.

AC. PCM: Phase contrast microscopy is used to determine the level of fibers in the air. Procedures are outlined in NIOSH Method 7400, Revision No. 3.

AD. Personnel Decontamination Unit: That portion of a containment work area designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room a shower room and an equipment room.

AE. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

AF. PPE: Personal Protective Equipment.

AG. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

AH. Regulated Asbestos-Containing Material (RACM): includes all asbestos-containing materials; Category I Non-Friable asbestos-containing material that will be or has been subjected to sanding, grinding, cutting, or abrading; and Category II Non-Friable asbestos-containing material that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

AI. Removal: The act of removing asbestos-containing or contaminated materials from the structure under properly controlled conditions to a suitable disposal site.

AJ. Respirator: A devise designed to protect the wearer from the inhalation of harmful atmospheres.

AK. Shower Room: A room between the clean room and the equipment room in the personnel decontamination unit with hot and cold or warm running water and suitable arranged for complete showering during

decontamination. The shower room comprises an air lock between the contaminated and ambient clean area.

AL. Surfactant: A chemical wetting agent added to water to improve penetration.

AM. TEM: Transmission electron microscopy is used to determine the levels of structures of asbestos in the air. Guidelines are set forth in the AHERA regulations.

AM. Time Weighted average (TWA): The average concentration of a contaminant in air during a specific time period.

AO. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils that have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.

AP. Work Area: The area where asbestos related work or removal operations are performed and which is isolated to prevent the spread of asbestos dust, fibers or debris, and to prevent entry by unauthorized personnel.

1.4 REGULATIONS

A. General Applicability of Regulations: Except to the extent that more explicit or more stringent requirements are written directly in the contract documents, all applicable codes, regulations, statutes, laws and rules have the same force and effect (and are made a part of the contract documents by referenced) as if copies are directly included into the contract documents, or as if published copies are bound herewith.

B. Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State and local regulations. The Contractor shall hold the Owner and the Owner's representatives harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of themselves, their employees, or their subcontractors.

C. Federal Requirements, which govern asbestos abatement work or hauling and disposal of asbestos waste materials include, but are not limited to the following:

1. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) including, but not limited to:

   a. Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rules 29 CFR 1910.1001 and 29 CFR 1926.58.

   b. Respiratory Protection
      29 CFR 1910.134

   c. Access to Employee Exposure and Medical Records
      29 CFR 1910.20

   d. Hazard Communication
      29 CFR 1910.1200 and 29 CFR 1926.59

2. U.S. Environmental Protection Agency (EPA) including but not limited to:

   a. National Emission Standards for Hazardous Air Pollutants (NESHAP)
      40 CFR 61

   b. Identification and Listing of Hazardous Wastes 40 CFR 261

3. U.S. Department of Transportation (DOT) including but not limited to:

   a. Shippers--Hazardous Materials Regulations
      49 CFR 171 and 172

D. State and Local Requirements that govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

   1. Alabama Department of Environmental Management, Air Division.

   2. Alabama Department of Environmental Management, Land Division.

1.5 Decontamination Procedures

Each worker and authorized visitor shall, upon entering a Work area, remove street clothes in the clean room, don a respirator and clean protective clothing prior to entering the equipment room or the Work area enclosure.

All workers and authorized visitors shall, each time they leave the Work area; remove gross contamination from clothing prior to leaving the Work area; proceed to the equipment room and remove all clothing except respirators; still wearing the respirator proceed to the showers; clean the outside of the respirator with soap and water while showering; remove the respirator, thoroughly shampoo and wash themselves.

Following the showering and drying off, each worker and authorized visitor shall proceed directly to the clean room and dress in clean clothes. Before re-entering the Work area from the clean room, each worker and authorized visitor shall don a clean respirator and dress in clean protective clothing.

Contaminated work footwear can be stored in the equipment room when not in use in the Work area. Upon completion of asbestos abatement, dispose of footwear as contaminated waste.

Workers removing waste containers from the equipment decontamination enclosure shall enter the holding area from outside wearing a respirator and dressed in clean disposable coveralls. No worker shall use this system as a means to leave or enter the Work area.

Workers shall not eat, drink, smoke or chew gum or tobacco while in the Work area or clean room.

Workers shall be fully protected with respirators and protective clothing from the time of first disturbance of asbestos-containing or contaminated materials prior to commencing actual asbestos abatement and until final cleanup and final clearance air monitoring is completed.

1.6 Equipment Removal Procedures:

In the Work Area, clean surfaces of contaminated containers and equipment thoroughly by wet wiping before moving such items into the equipment room for final cleaning through the clean room.

During work activities requiring decontamination procedures, the Contractor shall provide a means of communication for the workers inside the Work area without requiring personnel to enter or leave the Work area. This method of communications shall be a two-way radio, localized wire-connected telephone, or similar system. This communication system shall remain intact until final air

monitoring clearance is achieved. Then all equipment shall be wiped down, HEPA vacuumed or disposed of as asbestos-contaminated material.

Adequate shower facilities shall be provided by the Contractor. An employee leaving the Work area shall follow all decontamination procedures necessary or as described herein.

1.7 Personnel

The Contractor shall have a job superintendent present at all times while work on this Contract is in progress.

The Project Superintendent shall be thoroughly familiar and experienced with asbestos removal and related work and shall be familiar with and shall enforce the use of all safety procedures and equipment. They should be knowledgeable of all EPA, OSHA, and NIOSH requirements and guidelines. They shall be trained in the proper use of all personal protection and safety equipment including, but not limited to, air purification and respiratory systems.

In addition to the Superintendent, the Contractor shall furnish one (1) or more foremen who are familiar and experienced with asbestos removal and its related work, safety procedures, and equipment.

A. It is a requirement of this Specification that the superintendent and/or one or more of the Contractor's foremen be inside the Work area at all times while work is in progress.

B. All superintendents and foremen shall have been trained by attending a five-day Supervision of Asbestos Abatement training course and have satisfactorily passed an examination following the training program. Only EPA approved training programs will be accepted.

C. Workers shall, at a minimum, receive 32-hour training program by an approved training provider. Approval and course content shall be outlined in the EPA Model Accreditation Plan. In addition, workers shall attend an approved annual 8-hour refresher course. Workers shall also have annual certificates, if required, for the locale of the Project.

2.0 PREPARATION

2.1 Preparation

A. Separation of Work areas from adjacent areas of the facility.

1. Separate parts of the building that may be required to remain in use from parts of the building that will undergo asbestos removal, by means of airtight barriers, constructed as follows:

   a. Build suitable rigid partitions and apply 3/8 inch minimum thickness sheathing on work side, if necessary.

   b. Cover both sides of partition with double layer of plastic sheet with joints staggered and sealed with tape. Edges of partition at floor, walls, and ceiling shall be caulked airtight.

2. Shut down electric power that serves the Work area. Provide temporary power and lighting and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements. All power in the Work Area shall be on ground fault interrupter circuits.

3. Preclean fixed objects within the Work area, by HEPA vacuuming and/or wet cleaning as appropriate. Cover the objects with a minimum of 6-mil plastic sheeting and seal with tape.

4. Preclean the Work area using HEPA vacuuming or wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.

B. Preparation of a Full Containment Area

1. Cover floor and wall surfaces with plastic sheeting sealed with tape. Use a minimum of two layers of 6-mil plastic sheeting on floors and two layers of 4-mil plastic sheeting on walls. Cover floors first and extend at least 12 inches up on walls, then cover walls with plastic sheeting to the floor level. The walls should overlap the floor material by a minimum of 12 inches.

2. Shut down and isolate heating, cooling, and ventilating air systems to prevent contamination and fiber dispersal. Physically blank off all supply and return air ductwork that leads to and from an isolated work area.

3. Seal off all openings, including but not limited to windows, corridors, doorways, skylights, ducts, grills, diffusers, and any other penetrations of the Work areas, with plastic sheeting (minimum of 4-mils thick) sealed with tape.

C. Pre-clean work area

1. Clean all moveable objects within the Work area using HEPA vacuum equipment and/or wet cleaning methods. Remove these objects from the Work area to a designated temporary storage location.

   The second layer of floor sheeting may be black or dark in color. All joints in the plastic sheeting shall have a minimum of 12 inches of overlap and shall be securely sealed with tape to prevent leakage of air and water.

2. Maintain emergency and fire exits from the Work areas, or establish alternative exits satisfactory to fire officials.

3. Pressure Differential and Monitoring:

   All full containment areas shall maintain a pressure differential of 0.04 inches of water between the work area and the unrestricted side of the ambient area. This shall commence at the beginning of any work that could possibly disturb ACM until the passing of final clearance sampling. Manometer/pressure reading instruments are to be inclined manometer type capable of 0-3" wg (0.1" wg increments) and shall be installed at representative locations at critical barriers. A continuous readout device/strip chart recorder shall be provided for each work area. Manometers shall also be used to monitor the pressure of the work area vs. the clean room of the decontamination chamber.

   The project monitor shall document the manometer readings at least every four hours. This documentation of continuous readings from the strip chart recorder shall be submitted with daily monitoring reports. All manometers and strip chart recorder shall be installed and operational for as long as the area is under containment at each work area to provide continuous documentation of pressure differential.

4. All filtered air shall be exhausted outside the building to the ambient atmosphere. If this is not possible, then filtered air shall pass through an additional HEPA filtration device and exhaust to an area of the building approved by the Owner's representative.

D. Decontamination Units

Build suitable decontamination units described herein.

In all cases, access between contaminated and uncontaminated rooms or areas shall be through the decontamination unit previously described. Passage between any two rooms within the decontamination unit shall be through an airlock doorway.

1. Construct a personnel decontamination unit contiguous to the Work area. The unit shall consist of three totally enclosed chambers that conform to the following:

    a. A shower room with two airlock doorways, one to the equipment room and one to the clean room. Plastic, if used, on shower room and adjoining equipment and clean rooms shall be opaque.

    b. The shower room shall contain at least one shower with hot and cold or warm water. The shower enclosure should be constructed to ensure against any leaking.

2. Provide or construct an equipment decontamination unit consisting of two totally enclosed chambers as follows:

    a. A washroom, constituting an airlock, with an airlock doorway to the Work area and an airlock doorway to the holding area. The washroom shall be at least three feet in length.

    b. A holding area with an airlock doorway to the washroom and an airlock doorway to an uncontaminated area. The holding area shall be at least three feet in length.

E. Maintenance of the Full Containment Area

1. Ensure that barriers and plastic sheeting are properly sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery.

2. Visually inspect enclosures at the beginning of each shift.

3. Use smoke methods to test effectiveness of barriers when directed by the Owner.

F. Asbestos removal work shall not commence until:

1. Arrangements have been made for disposal of waste at an acceptable site.

2. Work areas and decontamination units and parts of the building required to remain in use are segregated.

3. All tools, equipment, and materials are at the site.

4. Arrangements have been made for building security.

5. All other preparatory steps have been taken and applicable notices posted and permits obtained.

6. Removal work will not begin until authorized by the Owner in writing, after an inspection of the abatement area has been inspected by the Project Monitor and the preparation is satisfactory.

2.2 Asbestos Removal

A. Prepare a full containment as previously described.

B. Remove and clean ceiling mounted objects, such as lights and other items not previously sealed off, that may interfere with ACM removal. Use hand-held water spraying and/or HEPA vacuum equipment during removal of fixtures as necessary to reduce fiber dispersal.

Decontaminate the objects, wrap in plastic and store for reinstallation upon completion of testing procedures, if required by the Owner.

C. If present, remove ceiling tiles and grid system within the Work area and dispose of as contaminated waste. If approved by the Engineer, the grid system may be removed, decontaminated, sealed in plastic and stored for reinstallation.

D. Provide adequate HEPA air filtration capacity to filter air from each room of the Work area that is contained. This may be accomplished by moving individual machines or ducting to individual rooms. Air filtration equipment shall be sufficient to provide filtered air changes of at least every 15 minutes from the containment.

E. When scheduled to be removed per Plans and/or Scope of Work, remove carpeting, carpet backing, window curtains, etc. in sections of appropriate size for packaging and dispose of as contaminated waste.

F. Spray asbestos material with amended water, using spray equipment capable of providing a "mist" application to reduce the release of fibers. Saturate the material sufficiently to wet it to the substrate without causing excess dripping. Spray the asbestos material repeatedly during work process to maintain wet condition and to minimize asbestos fiber dispersion.

G. Protect all fixtures, grills, lockers and other non-removable equipment from amended water. Surfactants can cause oxidation. Also, protect painted surfaces and flooring.

H. Remove the saturated ACM in manageable sections. ACM shall not be allowed to dry out. ACM shall not be allowed to fall more than 15 feet.

For heights up to 50 feet an inclined chute and/or scaffolding can be used to intercept the ACM. For heights exceeding 50 feet, provide enclosed dustproof chutes.

I. Bulk asbestos material shall be bagged in 6-mil thick bags, before it dries. No ACM shall be allowed to lay in the containment overnight. Place the material in sealed containers. Place caution labels on containers in accordance with OSHA Regulation 29 CFR 1926.58 and DOT 49 CFR 171-177 if not already preprinted on containers. Clean external surfaces of containers thoroughly by wet wiping. Move containers to washroom, wet clean each container thoroughly, and move to holding area pending removal to uncontaminated areas. Ensure that containers are removed from the holding area by workers who have entered from uncontaminated areas dressed in clean coveralls and wearing respiratory protection. Ensure that workers do not enter from uncontaminated areas into the washroom or the Work area; ensure that contaminated workers do not exit the Work area through the equipment decontamination unit.

J. When finished removing the ACM, all surfaces from which ACM has been removed shall be wet brushed and sponged or cleaned by an equivalent method to remove all visible material. During this work, the surfaces being cleaned shall be kept wet. At the Contractor's option, the layer of plastic exposed to the asbestos may be removed, leaving intact the final layer of plastic.

2.3 Cleanup

The following procedures should be followed in cleaning up the Work area.

A. Wet clean all surfaces and remove all visible accumulation of ACM from the Work area including the top layer of plastic if not previously removed. Prepare the Work area for an initial visual inspection.

B. Once the Work area has been inspected and is clean of visible accumulations of ACM, the Project Monitor will perform an initial clearance test with limits of 0.02 f/cc with NIOSH Method 7400, latest revision. The Contractor will continue the wet cleaning process until the designated fiber level is achieved.

C. After successful completion of the initial air test and before the last layer of the plastic sheeting is removed, apply one coat of an asbestos encapsulant sealer following manufacturer's recommendations for application. The encapsulant sealer shall be compatible with any material to be reapplied to the surface.

D. While still under respiratory protection, remove the final layer of plastic sheeting from the walls and floors after the sealant has dried. The seals on the windows, vents, doors, etc. shall remain, and HEPA filtration equipment and decontamination units shall remain in service.

Wet clean or HEPA vacuum work area underneath the plastic.

E. Enter a 24-hour settling period. Dust, both visible and invisible, shall be allowed to settle within the Work area without being disturbed during this period.

F. After the settling period, wet clean and/or HEPA vacuum all surfaces within the Work area. Once this cleaning operation is complete, visually inspect the Work area to ensure that it is free of contamination.

G. The Asbestos Project Monitor shall conduct a thorough visual inspection and conduct final air clearance testing. Upon successful completion of the visual inspection that all surfaces in the Work area are dry and free of contamination, the final air clearance testing will be conducted.

H. The final air clearance testing will consist of PCM air sampling, as applicable, with a maximum fiber level of 0.01 fibers per cubic centimeter of air (f/cc) being achieved prior to acceptance.

Aggressive sampling techniques will be used to re-entrain any fibers on the walls or floors in each area to be tested. The Contractor shall provide one (1) electric one Hp "Leaf Blower" and one (1) electric 20-inch box fan per 10,000 cubic feet of air volume in the Work area, for use by the Project Monitor during the aggressive sampling. The Contractor shall also provide the necessary electrical supply for these units. After sampling, the leaf blower and fans shall be cleaned by the Contractor and handled as if contaminated with asbestos.

Contractor shall continue cleaning the Work site until the accepted fiber level is achieved.

END OF SECTION

SECTION 02030
ASBESTOS REMOVAL – CEMENTITIOUS SIDING

I. GENERAL

GENERAL

The Contractor shall remove and dispose of all asbestos-containing cement panels, identified in the survey, utilizing procedures outlined in this Section.

1.1 EXECUTION

A. Restrict access to the area by erecting barricade tape and warning signs at least 20 feet from the work areas and/or the side of the building.

B. A personnel and equipment decontamination unit shall be constructed contiguous to the restricted area.

C. Wet cement panels with amended water and carefully remove the material.

D. Hand tools may be utilized to remove the cement panels.

E. Cement panels must be containerized in the first container/layer prior to removing it from the restricted area. The cement panels may then be placed in/covered with the second container/layer and be disposed of properly.

F. Clean up all visible debris and apply a coat of asbestos encapsulant to the areas of the building that cement panels was removed.

END OF SECTION

SECTION 02110 AIR MONITORING AND CLEARANCE TESTING

1.0 ASBESTOS ABATEMENT

All air monitoring for asbestos abatement shall be conducted in accordance with NIOSH Method 7400, latest revision. Analysis will utilize phase contrast microscopy (PCM). The Owner will provide a certified Asbestos Project Monitor to collect and analyze all air samples on this project. Results of all air monitoring shall be made available to the Owner on a daily basis.

1.1 BACKGROUND SAMPLING

Prior to the Contractor mobilizing to the site, a set of five (5) background air samples inside and outside of the building shall be collected and analyzed. A detection limit of at least 0.005 fibers per cubic centimeter (f/cc) shall be obtained.

1.2 FULL CONTAINMENT

When a full containment is established, air sampling will be conducted as follows:

Barrier Sample:	At least 2 continuously during each shift.
Clean Room Sample:	At least 1 continuously during each shift.
Air Filtration Device Sample:	At least 1 continuously during each shift.
Equipment Room Sample:	At least 1 continuously during each shift.
Work Area Sample:	At least 1 continuously during each shift.

1.2.1. Following initial visual inspection at least five (5) air samples will be collected from the Work area. Initial clearance passes when all samples indicate 0.02 fibers per cubic centimeter of air (f/cc) or less.

1.2.2. Following final visual inspection at least five (5) air samples will be collected from the Work area using an aggressive sampling technique. The aggressive sampling technique involves aggressively blowing down all vertical and horizontal surfaces with a one horsepower leaf blower and installing and operating a 20-inch box fan for each 10,000 cubic feet of Work area. Final clearance passes when all samples indicate 0.005 f/cc or less with a volume collected of at least 1,200 liters.

1.2.3 If requested and paid for by the Owner, transmission electron microscopy (TEM) samples may be collected and analyzed for clearance. Samples will be collected and analyzed in accordance with AHERA regulations. Final clearance passes when all samples indicate 0.005 structures per cubic centimeter of air (st/cc) or less with a volume collected of at least 1,200 liters.

1.3 CEMENTITIOUS SIDING AND FLUE REMOVAL\

During the removal of siding and flues, air monitoring will be conducted as follows:

Barrier Sample:	At least 1 during each shift.
Work area:	At least 1 during each shift.

1.4.1 Following a final visual inspection, removal will be considered complete if Work area samples indicate fiber levels of less than 0.01 f/cc. If not, at least three (3) air samples will be collected from the Work area. Final clearance passes when all samples indicate 0.01 f/cc or less.

1.4 DURING ANY ACM REMOVAL

If at any time during the course of the work, airborne fiber concentrations exceed either the background concentrations or 0.010 fibers/cc via PCM outside the work areas, the Contractor shall halt asbestos abatement related activities and take corrective measures to reduce airborne fiber concentration (misting the air, wet wiping, HEPA vacuuming, etc.). Work will not commence again until the source of the contamination has been identified and additional air samples have been collected indicating that airborne fiber concentrations are below 0.01 fibers/cc or the background level. If this type of "incident" occurs, the Contractor will notify the Owner immediately and via written report within 24 hours. Other "trigger levels" requiring an "incident" report if exceeded, will be as follows:

1.	Barrier Sample	0.01 f/cc
2.	Clean Room Sample	0.01 f/cc
3.	Air Filtration Device Samples	0.01 f/cc
4.	Glovebag Samples	0.01 f/cc
5.	Equipment Room Samples	0.10 f/cc
6.	Work Area Samples	0.20 f/cc

2.0 PERSONAL AIR MONITORING

2.1 Asbestos Abatement

Personal air monitoring is the responsibility of the Contractor. Personal air monitoring shall be conducted in accordance with OSHA standards. Air monitoring should be conducted for all shifts workers wear respiratory protection. 25% of the workers should have an 8-hour time-weighted average (TWA) sample and a 30 minute short-term excursion level (STEL) sample collected and analyzed by PCM.

END OF SECTION

SECTION 02210 ASBESTOS DISPOSAL

All ACM generated from this project will be disposed of by the Contractor in a licensed and qualified asbestos landfill. The landfill used must be approved by the Owner.

ACM will be contained in either double 6-mil thick leak-tight polyethylene bags and steel drums which meet DOT Specification 17H, or in single 6-mil thick leak-tight polyethylene bags and placed in a fiberboard drum, or sealed in two layers of 6-mil thick polyethylene sheeting.

ACM containers shall be labeled as follows:

1. First Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

2. Second Label: Provide in accordance with U.S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172:

ASBESTOS
NA2212
RQ

3. Third Label: Provide a permanent label on each container, listing the name of the facility owner and the location where the waste was generated, in accordance with the Environmental Protection Agency's Asbestos NESHAP Revision, 40 CFR Part 61.

The containerized ACM waste will be loaded in an enclosed truck for transport to the landfill. A single layer of 6-mil plastic sheeting will be installed on the floor and walls of the truck bed. Containerized waste will be removed from the building on a daily basis. The truck, used to transport asbestos-containing waste, shall be labeled with a sign bearing the following legend in accordance with the EPA's Asbestos NESHAP Revision, during loading unloading of the vehicle:

DANGER
ASBESTOS DUST HAZARD
CANCER AND LUNG DISEASE HAZARD
Authorized Personnel Only

Workers handling the containers shall wear respiratory protection.

A completed copy of a Waste Shipment Record (WSR) shall be executed by appropriate parties and be submitted to the Owner. Environmental will inspect waste for shipment and sign all manifest.

END OF SECTION

ATTACHMENT A

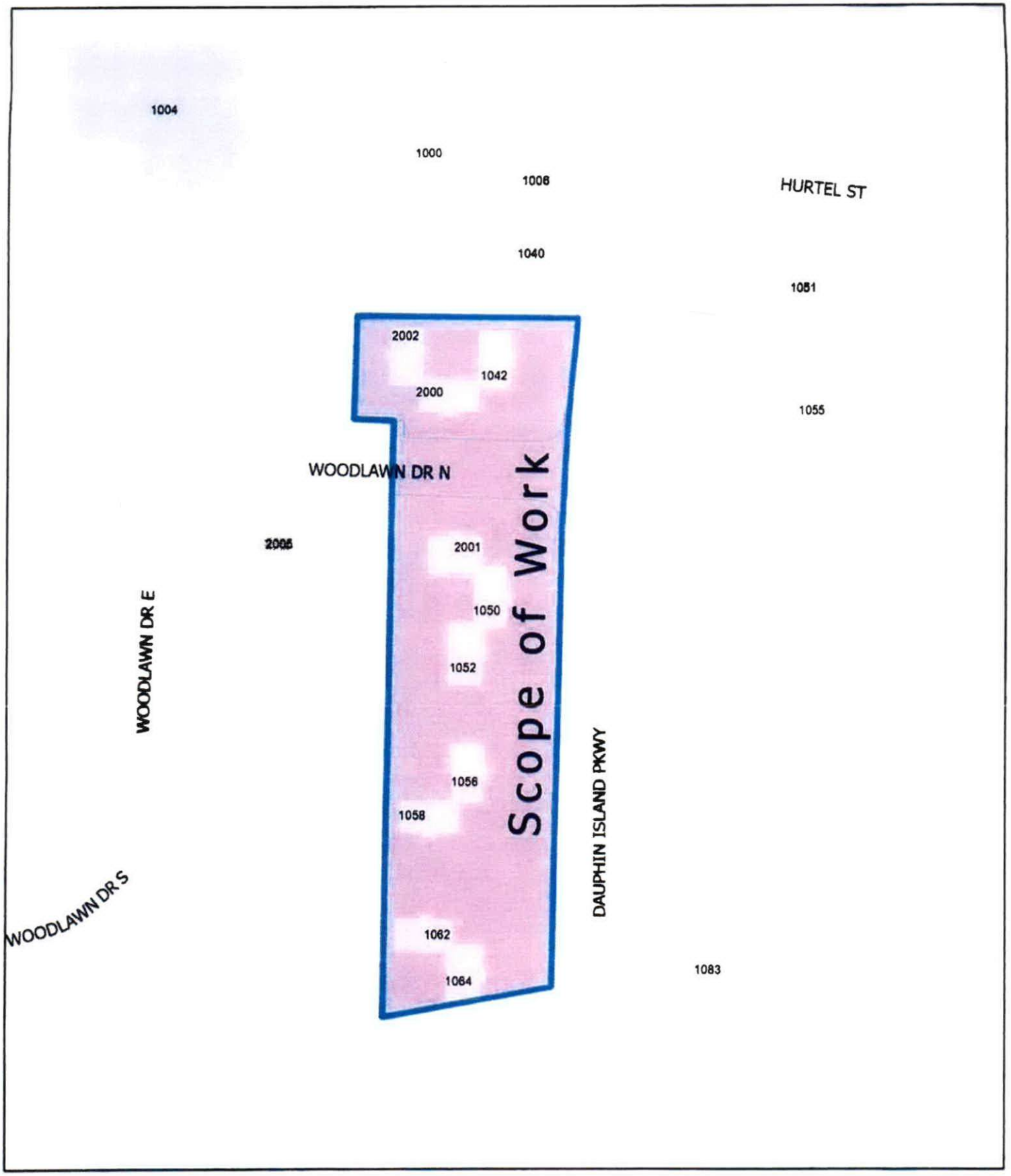
List of Buildings and Site Plan

SECTION 00300

SCHEDULE OF BUILDINGS

(1) BID PACKAGE

	BUILIDING ADDRESS (Addresses below are ALL UNITS)	NUMBER OF STORIES		SQUARE FT. (+/-) PER BUILDING
1	1042 A & B DAUPHIN ISLAND PARKWAY	1		4,131 (+/-)
2	2000 A & B WOODLAWN DRIVE N	1		4,131 (+/-)
3	2002 A & B WOODLAWN DRIVE N	1		4,131 (+/-)
4	1050 A & B DAUPHIN ISLAND PARKWAY	1		4,131 (+/-)
5	1052 A & B DAUPHIN ISLAND PARKWAY	1		4,131 (+/-)
6	1056 A & B DAUPHIN ISLAND PARKWAY	1		2,754 (+/-)
7	1058 A & B DAUPHIN ISLAND PARKWAY	1		2,754 (+/-)
8	1062 A & B DAUPHIN ISLAND PARKWAY	1		2,754 (+/-)
9	1064 A & B DAUPHIN ISLAND PARKWAY	1		2,754 (+/-)
10	2001 A & B WOODLAWN DRIVE N	1		4,131 (+/-)



City of Mobile

1050 Dauphin Island Parkway

Woodlawn - Scope of Work

N

Feet
0 62 5 125 250

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, **Virginia Wrecking Company, Inc.**, hereinafter called the Principal, and Harco National Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633**, hereinafter called the Owner, in the penal sum of **Ninety Two Thousand Three Hundred Ninety Nine and 00/100 Dollars ($92,399.00)** for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023, entered into between the Principal and the City of Mobile to furnish all labor, material, equipment and insurance and perform all Work required to complete **Woodlawn Apartments – Asbestos Abatement and Demolition (Phase 2); ME-118-22; ME-119-22,** a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 27th day of February, 2023.

CONTRACTOR AS PRINCIPAL
Company: Virginia Wrecking Company, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Sarah Maddox, Treasurer

SURETY
Company: Harco National Insurance Company
(Corporate Seal)

By: Maria A. Davison
(Signature)

Name and Title: Maria A Davison, Attorney in Fact

Resident Agent: Maria A. Davison
(Signature)

Name and Title: Maria A Davison
Address: PO BOX 507, Montrose, AL 36559

Phone and Fax: 251.621.2180 - 251.621.2189

Owner's Representative: James Roberts, Senior Director
Neiborhood Development
P.O. Box 1827
Mobile, Alabama 36633
251-208-6291

BOND# 0525138

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, **Virginia Wrecking Company, Inc.**, as Principal, and Harco National Insurance Company _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633** (hereinafter called the "Obligee") in the penal sum **Ninety Two Thousand Three Hundred Ninety Nine and 00/100 Dollars ($92,399.00)** lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023, (hereinafter called the "Contract") to furnish all labor, material, equipment and insurance and perform all work required to complete **Woodlawn Apartments – Asbestos Abatement and Demolition (Phase 2); ME-118-22; ME-119-22**, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

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

(b) The Principal and Surety hereby designate and appoint Maria A Davison **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

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

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

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 21st day of February, 2023.

CONTRACTOR AS PRINCIPAL

Company: Virginia Wrecking Company, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Sarah Maddox, Treasurer

SURETY

Company: Harco National Insurance Company
(Corporate Seal)

By: Maria A. Davison
(Signature)

Name and Title: Maria A Davison, Attorney in Fact

Resident Agent: Maria A. Davison
(Signature)

Name and Title: Maria A Davison
Address: PO BOX 507, Montrose, AL 36559
Phone and Fax: 251.621.2180 - 251.621.2189

Owner's Representative: James Roberts, Senior Director
Neiborhood Development
P.O. Box 1827
Mobile, Alabama 36633
251-208-6291

POWER OF ATTORNEY

Bond # 0525138

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

CHRISTOPHER T. THOMAS, JOHN T. THOMAS JR., MARIA A. DAVISON

Daphne, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1964 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 My Comm. Exp. 04-04-2023 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, February 27, 2023

A01124

Irene Martins, Assistant Secretary

ACORD®

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
McGriff Insurance Services, LLC
P.O. Box 10265
Birmingham, AL 35202

CONTACT NAME: Cathy Weichler / 205-581-9441
PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No):
E-MAIL ADDRESS: cwei@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Key Risk Insurance Company	10885
INSURER C : Great Divide Insurance Company	25224
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Virginia Wrecking Company, Inc.
P O Box 2730
Daphne, AL 36526

COVERAGES **CERTIFICATE NUMBER:** KZR3KYNE **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 Gen Agg Capped at $5,000,000 X Pollution Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	ECP202343815 Deductibles: General Liability $5,000 Per Occurrence Pollution: $5,000 Each Poll Condition Per Occurrence	08/01/2022	08/01/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Pollution Liability	$ 5,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	BAP202343715 HPD Limit: $25,000 HPD Deductibles: Comp: $100 Coll: $1,000	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	FFX203822010	08/01/2022	08/01/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	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	WCA202343615	08/01/2022	08/01/2023	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Woodlawn Apartments Demolition Phase 2

Certificate Holder is Additional Insured with respects to General Liability, Automobile Liability and Umbrella Liability coverage as required by written contract. General Liability and Automobile Liability Additional Insured status is afforded on a Primary and Non-Contributory basis as required by written contract. Waiver of Subrogation applies in favor of the certificate holder as respects to General Liability, Auto Liability, Umbrella and Workers Compensation as required by written contract. The Umbrella Policy covers over the underlying General Liability, Automobile Liability and Employers Liability coverage. In the event of cancellation by the insurance company the General Liability policy has been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

CERTIFICATE HOLDER

City of Mobile
P O Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

Company ID Number: 488998

Approved by:

Employer Virginia Wrecking Co., Inc.	
Name (Please Type or Print) Daniel A Schambeau	Title
Signature Electronically Signed	Date 01/12/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/12/2012

E-Verify

Company ID Number: 488998

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Virginia Wrecking Co., Inc.
Company Facility Address	10430 Co. Rd. 64 Daphne, AL 36526
Company Alternate Address	P.O. Box 2730 Daphne, AL 36526
County or Parish	BALDWIN
Employer Identification Number	630630148
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:

Chief Jeremy Lami, MFRD

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Three year contract with University of South Alabama, USA Health Division, for pharmaceutical services and medications for the Mobile Fire Rescue Dept. Drug/Special Event Box program. Renewable annually w/o further Council action. General fund.

Amount of Contract:

NTE $125K per year

Funding Source

Project # **Discretionary Funds**

Project String 61206120 44020 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package MFRD Pharmacy	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	3/3/2023 - 4:54 PM
Legal	Kern, Chris	Approved	3/8/2023 - 12:46 PM
Legal	Kern, Chris	Approved	3/8/2023 - 12:46 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:06 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.*

University

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the University of South Alabama, USA Health Division, to provide pharmaceutical services and medications for the Mobile Fire Rescue Department Drug Box and Special Event box program, for one year, renewable annually without further approval required by Council, in an amount as needed not to exceed $125,000.00 per year, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

EXECUTION COPY

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (this "Agreement") is made and entered into as of the _____ day of January, 2023 ("Effective Date") by and between the **UNIVERSITY OF SOUTH ALABAMA,** an Alabama public body corporate, by and through its division **USA HEALTH** ("USA Health") and the **CITY OF MOBILE** (the "CITY"), a Municipal Corporation of the State of Alabama. USA Health and the City are sometimes referred to collectively herein as the "Parties" and individually as a "Party".

WITNESSETH

WHEREAS, USA Health operates for the purpose of promoting the public health mission of the University of South Alabama and in furtherance of that purpose provides world class medical education and research through the College of Medicine of the University of South Alabama ("College") and also owns and operates the USA Health University Hospital located at 2451 University Hospital Drive, Mobile, Alabama 36617 and USA Health Children's & Women's Hospital located at 1700 Center St, Mobile, AL 36604 ("Hospital Facilities") in support of its public health mission;

WHEREAS, USA Health operates a health system pharmacy ("USA Health Pharmacy") and provides professional medical services for patients, including patients in need of inpatient and outpatient professional pharmaceutical services;

WHEREAS, the City operates the Mobile Fire Rescue Department ("MFRD") an all-hazards fire department capable of responding to and mitigating most any emergency situation, including urban rescue, fire suppression, and emergency medical services;

WHEREAS, the MFRD recognizes that it has pharmaceutical healthcare needs that it desires to address , particularly related to approved medication boxes ("Drug Box") and Special Event Boxes ("Special Event Boxes") for resupply;

WHEREAS , USA Health is capable of providing pharmaceutical services and certain medications as requested by the MFRD; and

WHEREAS, USA Health and the City desire to enter into agreement for pharmaceutical services for the MFRD Drug Box and Special Event Box program, as set forth in the Statement of Work ("SOW") attached as Exhibit 1.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration provided for in the Agreement, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Appointment.**

The City hereby agrees to retain USA Health to be the exclusive provider of Drug Boxes for MFRD, in accordance with staffing availability and the demonstrated needs of the MFRD, USA Health will maintain a supply of medication boxes ready to go to minimize downtime for

MFRD. Additionally, USA Health will store, maintain par quantities, and track expiration dates of MFRD Special Event Drug Packs ("Special Event Packs").

This Agreement clarifies the roles of USA Health Pharmacy and the the scope of their authority, and the responsibilities of the City and USA Health Pharmacy in this collaboration. The success of the program relies on effective communication between the MFRD and its EMS Staff and USA Health Pharmacy administration, and other key staff members of each organization.

2. **Independent Contractor Status:** It is expressly acknowledged by the parties hereto that no relationship of employer or employee or partnership is created by this Agreement between USA Health and the City, its employees agents, officers and assigns nor between the MFRD, its employees, agents, officers and assigns and any person employed or contracted by USA Health. It is understood and agreed that USA Health is at all times acting and performing as an independent contractor.

3. **Professional Liability Insurance Coverage:** USA Health shall, at USA Health's own expense, obtain and maintain throughout the term of this Agreement professional liability (malpractice) insurance coverage for the qualified personnel of USA Health performing services under this Agreement of at least $1,000,000.00 for any one occurrence and $3,000,000.00 annually in the aggregate. The City agrees that it is self-insured for general liability claims and shall, at all times during the term of this Agreement, maintain sufficient cash reserves dedicated to the payment of claims, and maintains the present financial ability to pay claims, in the amount of $200,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $200,000.00 for property damage loss

4. **Term of Agreement:** The term of this Agreement shall begin upon receiving City approval and the signatures of both parties (hereinafter "the effective date"), and shall continue for a successive twelve month period ("expiration date"). This Agreement shall automatically renew for successive one-year terms unless otherwise terminated by the provisions contained herein.

a. This Agreement may be sooner terminated on the first to occur of the following:

(1) In the event the parties hereto shall mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.

In the event either party shall give written notice to the other that such party has substantially defaulted in the performance of any obligation under this Agreement and such default shall not have been cured within 30 days following the giving of such notice, the party giving such notice shall have the right immediately to terminate this Agreement.

(2) This Agreement may be terminated by USA Health without penalty or cause upon giving at least 30 days advance written notice to the MFRD.

This Agreement may be terminated on the expiration date of the term of the contract above by either party giving at least 30 days advance written notice to the other party.

Upon termination of this Agreement, as herein above provided, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of termination of this Agreement, and obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement.

5. **Notice:** Any notice, demand or other communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed addressed as follows:

If to the City: Mobile Fire Rescue Department
701 St. Francis St
Mobile AL 36602

If to USA Health: USA Health
2451 University Hospital Drive, Suite 2-110
Mobile, AL 36617
Attention: G. Owen Bailey, Chief Executive Officer

With copy to:
USA Health
2451 University Hospital Drive, Suite 2-110
Mobile, AL 36617
Attention: William B. Grete, Chief Legal Counsel

or to other address, and to the attention of such person or officer as either party may designate by written notice.

6. **Miscellaneous:**

a. USA Health will submit an invoice for medications utilized on a monthly basis for the term of this contract ("Fees"), as set forth more particularly in the applicable SOW. Payment of all invoices is due upon receipt of the invoice. The Fees shall be paid directly by City to USA Health. Payment terms are net 30 days upon delivery of a non-disputed invoice.

b. Neither the City nor USA Health nor any of their respective officers, employees or agents shall be liable for any act or omission of the other party, their officers, employees or agents. USA Health agrees that the City, its agents, directors, officers, employees, and assigns shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from this Agreement, or caused by, or arising from any act or omission of USA Health, its agents, employees or invitees, including but not limited to any loss, damage, or injury resulting from USA Health's provision of pharmaceutical services as identified in this Agreement or the SOW.

c. USA Health agrees to comply with Title VJ of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and Sections 503 and 504 of the Rehabilitation Act of 1973, and all

requirements imposed by or pursuant to the regulation of the Department of Health, Education and Welfare (45 C.F.R. Parts 80 and 84, respectively) issued pursuant to these Acts.

d. USA Health agrees to cooperate with the City in the event that any legal issues or investigations arise based on any of the above laws and regulations, policies and/or procedures.

e. This Agreement may be amended by written consent of both parties and all amendments shall be attached to this Agreement and made part thereof.

f. This Agreement and the rights and obligation of the parties hereunder shall be governed by, and construed and interpreted in accordance with the laws of the State of Alabama, with the exclusive venue being in the Circuit Court of Mobile County, Alabama.

g. In the event any provisions hereof shall be held or construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement, but the same shall be construed and enforced just as though the illegal or invalid provisions had not been included herein.

h. This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered by either party without the prior written consent of the other party, which may be withheld or granted at the sole discretion of either party.

i. This Agreement shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

[The Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first above written.

USA HEALTH:

UNIVERSITY OF SOUTH ALABAMA

By:_____
Allen Broome, Pharm.D.
Director of Health System Pharmacy,
USA Health

By:_____
G. Owen Bailey, M.S.H.A., FACHE
Chief Executive Officer and Senior Associate
Vice President for Medical Affairs,
USA Health

By:_____
John V. Marymont, M.D., M.B.A.
Vice President for Medical Affairs and
Dean of the Frederick P. Whiddon College of
Medicine, University of South Alabama

CITY OF MOBILE:

By:_____
William S. Stimpson, Mayor

Attest:

_____
City Clerk

Exhibit 1 – Statement of Work

- MFRD will serve as the City's operational executive agent with regard to operational performance requirements in this Statement of Work.
- Vendor shall invoice the City the wholesale acquisition cost ("WAC") of medications plus thirty percent (30%) as fees on a monthly basis for the provision of pharmaceutical services and medications provided pursuant to this Agreement ("Fees").
- USA Health Pharmacy ("Vendor") will provide 24-hour, 7 days a week access with no interruption to Mobile Fire-Rescue Department ("MFRD") personnel for medication resupply.
- Vendor will have the ability to accommodate MFRD personnel bringing one or more MFRD approved medication boxes ("Drug Box") for resupply and receive a medication box at that time of service. Pharmacy agrees to maintain a supply of medication boxes ready to go to minimize downtime for MFRD.
- Vendor will restock Drug Boxes to pre-established par quantities of applicable medications pursuant with Alabama Department of Public Health EMS Protocols and Medication formulary.
    - MFRD reserves the right to increase or decrease medication quantities, in addition to removing medication from Drug Box entirely at the guidance of the MFRD Medical Director.
- Upon MFRD personnel receipt of Drug Box, Vendor will ensure that the Drug Box is sealed in accordance with MFRD Operational Guideline 3201 prior to MFRD personnel possession.
- Vendor will store, maintain par quantities, and track expiration dates of MFRD Special Event Drug Packs ("Special Event Packs")
    - Special Event Packs will be requested by MFRD EMS personnel prior to event occurring. Once event has ended, Special Event Packs will be returned to Vendor within two (2) business days
    - Special event packs will adhere to the same processes and procedures expected of the medication boxes
- Vendor will have the ability to maintain and track up to fifty (50) Drug Boxes and Special Event Packs
    - Vendor will be able to store, maintain, and track Drug Boxes that are not in use by MFRD Rescue trucks at that time
    - Drug Boxes will be numerically labeled for tracking purposes
    - Vendor will maintain a system of documenting which Drug Box has been returned or removed by MFRD personnel
- Vendor will track and monitor medication expiration dates within all Drug Boxes and Special Event Packs. For medications expiring within 30 days, Vendor will remove said medication from any Drug Box stored at Vendor location and replace with a medication that expires at a later date. Medication that is pulled under this process is deemed "expired" and will be destroyed with no credit.
- Vendor will affix label to the top of each Drug Box in a prominent, visible location listing the name of first medication expiring and the associated expiration date.

- Vendor will communicate with MFRD EMS staff when a medication becomes unavailable or when any known national or local shortages of a medication used by MFRD arise.
    - Vendor will communicate with MFRD Medical Director to establish list of acceptable medications and/or concentrations in the event of a primary medication being unavailable.
- Vendor will conduct a quarterly quality inspection of MFRD medication, intravenous fluids ("IV fluids"), and controlled substance storage and procedures.
- MFRD EMS personnel will reserve the right to conduct Quality Assurance of procedures and services provided by Vendor.
- Vendor will provide a list of current medication costs in addition to Vendor's service fee to MFRD yearly.
- MFRD reserves the right to increase number of Drug Boxes maintained by Vendor and written notice will be provided by MFRD no later than 30 days prior to expected service.
- Vendor will comply with State of Alabama Practice of Pharmacy code 680-X-2 in its entirety.
- If for any reason Vendor is not able to comply with the specifications listed within after entering into agreement for service, MFRD reserves the right to terminate the agreement.

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To re-roofing four separate City of Mobile facilities

Amount of Contract:

$117,873.00

Funding Source

Project # Re-Roofing of four separate City of Mobile facilities BG-035-22	**Discretionary Funds**
Project String C0694 – LIB ADM, ANNX, GRG, FS17, MMOA ROOF (20002000-48010)	**Contract Number:**4357
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	3/9/2023 - 11:23 AM
Capital	Rhodes, Brenda	Approved	3/9/2023 - 12:10 PM
Legal	Monteiro, Cherlina	Approved	3/9/2023 - 1:26 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Performance Contract between the City of Mobile and Friends of Mobile Historic Development

Amount of Contract:
$46,100.00

Effective Date of Contract:
3/21/2023

Funding Source

Project # Resolution for Performance Contract with Friends of Mobile Historic Development

Discretionary Funds n/a

Project String 3042

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 Performance Contract with Friends of Mobile Historic Development	Resolution Letter	3/9/2023
Performance Contract	Backup Material	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
Build		3/9/2023 - 3:50

Mobile	Beaco, Shayla	Approved	PM
Legal	Kern, Chris	Approved	3/9/2023 - 3:52 PM
Legal	Kern, Chris	Approved	3/9/2023 - 3:53 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:56 PM

2023

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Performance Contract between the City of Mobile and Friends of Mobile Historic Development, attached hereto or one substantially similar, and made a part hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Performance Contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

\\Citylawsrv\cycom\WPDocs\D009\P005\00114633.doc

PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (sometimes hereinafter "Agreement") is made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **Friends of Mobile Historic Development** a not-for-profit corporation organized and existing under the laws of the State of Alabama (sometimes hereinafter "Contractor"), as follows:

WHEREAS, the Contractor's purpose is to promote and support the historical, cultural and aesthetic heritage of the City of Mobile; and

WHEREAS, Contractor serves this purpose by preserving and protecting buildings and neighborhoods of historic and architectural value in the City of Mobile; and

WHEREAS, the City desires to financially assist Contractor in its efforts and finds that these activities serve a public purpose;

NOW, THEREFORE,

WITNESSETH:

That the City, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of **FORTY-SIX THOUSAND ONE HUNDRED DOLLARS AND NO/100 ($46,100.00)**, payable upon Contractor's submittal to the City Finance Department of its federal tax identification number and 501(c)(3) letter from the Internal Revenue Service. Said funds will be disbursed in a single payment which shall result from a written request to be sent to the City's Finance Department.

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used only for the following purposes:

Preserving and protecting historic buildings and neighborhoods in the City of Mobile.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefor.

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City; which such consent shall be granted or denied solely at City's discretion.

The Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

The Contractor agrees and understands that the funding of this Agreement is solely provided from the General Fund budget. If, at any time during the City's fiscal year, City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

City Clerk
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 to Contractor:
Friends of Mobile Historic Development
Timothy Ray Maness, President
c/o Bruce McGowin
Hand Arendall Harrison Sale
P. O. Box 123
Mobile, AL 36601

This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as mended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program.

By signing this contract, The 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.

Contractor shall make every reasonable effort to have at least fifteen (15) percent participation by socially and economically disadvantaged individuals, or the City shall make every reasonable effort to ensure that at least fifteen (15) percent of the total value of all such contracts or agreements described above shall be awarded to qualified contractors or professionals who are socially and economically disadvantaged.

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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Its Mayor

ATTEST:

BY_____
Its City Clerk

Friends of Mobile Historic Development

BY_____
Its Authorized Agent

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose name as **AUTHORIZED AGENT of Friends of Mobile Historic Development**, a non-profit corporation, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20__.

(SEAL)

_____
Notary Public
State of Alabama At-Large
My Commission Expires: _____

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AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to appropriate $15,000 to Society Mobile-La Habana, Inc., to support funding the preparation and publication of a book jointly prepared with our sister city Havana

Amount of Contract:

$15,000.00

Effective Date of Contract:

3/21/2023

Funding Source

Project # Resolution for Performance Contract with Society Mobile-La Habana, Inc. **Discretionary Funds** n/a

Project String 10040580-42080 **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 Performance Contract with Society Mobile - La Habana, Inc.	Resolution Letter	3/9/2023
Performance Contract with Society Mobile-La Habana, Inc.	Backup Material	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date

Legal	Barfield, Becky	Approved	3/9/2023 - 3:54 PM
Legal	Kern, Chris	Approved	3/9/2023 - 3:57 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 4:03 PM

2023

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

WHEREAS, the purpose of Society Mobile-La Habana, Inc. ("Contractor") is to promote and develop the relationship between the City of Mobile ("City") and Havana, Cuba, including the recognition and documentation of the rich history of mutual trade, travel and the exchange of culture between the two port cities; and

WHEREAS, the Contractor is promoting and funding the publication of a joint bi-lingual book documenting the shared histories of the two cities (Project), which book will incorporate extensive research and unprecedented access by the Alabama project researchers to records in Havana and allow Cuban researchers access to records in Mobile; and

WHEREAS, City, by Resolution 21-290 adopted April 27, 2021, has previously authorized funding of $15,000.00 to Contractor, and now desires to further financially assist Contractor in this effort by providing additional supplemental funding for Project with the knowledge that the support of such research promotes the documented history and knowledge of City thereby serving educational, cultural, tourism and marketing purposes, and thus being an appropriate and justified use of public funds and public purpose;

NOW THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an additional appropriation of $15,000.00 to Society Mobile-La Habana, Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, that this action is necessary to perform essential minimum functions of the Council, and further authorizes the Mayor and City Clerk to execute and attest for and on behalf of the City of Mobile the contract attached hereto or one substantially similar, 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

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PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **Society Mobile-La Habana, Inc.** a not-for-profit corporation organized and existing under the laws of the State of Alabama (sometimes hereinafter "Contractor"), as follows:

WHEREAS, the Contractor's purpose is to promote and develop the relationship between City and Havana, Cuba, including the recognition and documentation of the rich history of mutual trade, travel and the exchange of culture between the two port cities; and

WHEREAS, the Contractor is promoting and funding the publication of a joint bi-lingual book documenting the shared histories of the two cities (Project), which book will incorporate extensive research and unprecedented access by the Alabama project researchers to records in Havana and allow Cuban researchers access to records in Mobile; and

WHEREAS, the City desires to financially assist Contractor in this effort by providing supplemental funding for Project with the knowledge that the support of such research promotes the documented history and knowledge of City thereby promoting educational, cultural, tourism and marketing purposes, and thus being a good and justified use of public funds and public purpose;

NOW, THEREFORE,

WITNESSETH:

That the City, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of **FIFTEEN THOUSAND DOLLARS AND NO/100 ($15,000.00)**, payable upon complete execution of this Agreement. Said funds will be disbursed in a single payment which shall result from a written request to be sent to the City's Finance Department.

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used only for the following purposes:

Funding the expenses of research, writing and publishing a book tentatively entitled *Mobile and Havana, Sisters Across the Gulf*; promoting the history of Mobile and its relationship

with Havana by publication of said book; contributing to the culture and marketing of Mobile as a port city by publication of said book.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefor.

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City; which such consent shall be granted or denied solely at City's discretion.

The Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

The Contractor agrees and understands that the funding of this Agreement is solely provided from the Economic Development Fund budget. If, at any time during the City's fiscal year, City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

City Clerk
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 to Contractor:
Society Mobile-La Habana, Inc.
Grey Redditt, Jr.
11 North Water Street, Suite 24290
Mobile, AL 36602

This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as mended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program.

By signing this contract, The 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.

Contractor shall make every reasonable effort to have at least fifteen (15) percent participation by socially and economically disadvantaged individuals, or the City shall make every reasonable effort to ensure that at least fifteen (15) percent of the total value of all such contracts or agreements described above shall be awarded to qualified contractors or professionals who are socially and economically disadvantaged.

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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Its Mayor

ATTEST:

BY_____
Its City Clerk

Society Mobile-La Habana, Inc.

BY_____
Its Authorized Agent

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Grey Reddit Jr whose name as **AUTHORIZED AGENT of Society Mobile-La Habana, Inc.**, a non-profit corporation, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 8th day of March, 2023.

TRACY L. RIDER
MY COMMISSION EXPIRES
APRIL 12, 2026
NOTARY PUBLIC
STATE OF ALABAMA

(SEAL)

Notary Public
State of Alabama At-Large
My Commission Expires: 4-12-25

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:
Chief Jeremy Lami, MFRD

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Authorize a grant application to the Department of Homeland Security/Federal Emergency Management Agency in the amount of $650,000.00 for the FY22 Fire Prevention and Safety Grant. There is a 5% match requirement.

Funding Source

Project # Fire Match 5500 11140	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds 650000.00	**Matching Funds** 32500.00

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	3/6/2023 - 2:45 PM
Legal	Kern, Chris	Approved	3/8/2023 - 12:51 PM
Legal	Kern, Chris	Approved	3/8/2023 - 12:51 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:07 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), a Notice of Award for grant assistance in the amount of $650,000.00 for the FY 2022 Fire Prevention and Safety Grant.

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

BE IT FURTHER RESOLVED that the Council authorizes the expenditure of 5% matching funds in the amount of $32,500.00 in the event this grant is received.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

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 arising out of the claims of Patrick McKean, Joshua Evans, and William Byrd

Amount of Contract:

n/a

Effective Date of Contract:

3/21/2023

Funding Source

Project # Resolution for Settlement Agreement and Release - McKean, Evans, Byrd

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 - McKean, Evans, Byrd	Resolution Letter	3/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	3/7/2023 - 12:04 PM
			3/8/2023 - 12:44

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 2:10 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release arising out of the claims of Patrick McKean, Joshua Evans and William Byrd, as outlined in the Settlement Agreement and Release. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

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:3/21/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/16/2023 - 9:57 AM

R E S O L U T I O N

Sponsored by: Councilmember Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Lucy Kastrantas is appointed to the Mobile Museum of Art Board effective immediately, with a term ending March 21, 2026.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE FACILITY FEES FOR THE SERVE IT UP WITH LOVE TENNIS TOURNAMENT APRIL 2,3, & 4, 2023 ON BEHALF OF THE CHILD ADVOCACY CENTER, INC.

Amount of Contract:

$200.00

Funding Source

Project # DSC-07 - 10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
TRANSFER RESOLUTION - PARKS & RECREATION DEPARTMENT	Cover Memo	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/16/2023 - 12:12 PM

60- 2023

R E S O L U T I O N

Sponsored by: *Gina Gregory, Councilmember District 7*

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $200.00 to be transferred from the General Fund, District 7 Discretionary Account DSC-07, General Fund Account 10041020-42140 to the Parks & Recreation Department, Revenue Account 10042033-42140, to assist with the facility fees for the Serve It up With Love Tennis Tournament April 2,3, & 4, 2023 on behalf of the Child Advocacy Center, Inc.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

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:3/21/2023

Submitted by:
Jennifer Greene, Programs and Project Management

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Attached is the resolution to submit a pre-proposal application for $10,000,000 to the National Fish and Wildlife Foundation's (NFWF) National Coastal Resilience Fund. This funding would be used for shoreline stabilization and restoration on the Brookley by the Bay property.

Bordering Mobile International Airport, Brookley by the Bay will be an integral part of continued growth within the City of Mobile by providing waterfront access and recreational opportunity to locals, while showcasing the beautiful natural resources of Mobile Bay. The project area, including the adjacent Arlington Park, consists of 194 acres of waterfront property that stretches along 2.32 miles of shoreline. Successful implementation of shoreline stabilization and protection is vital for the longevity of the park property.

Amount of Contract:
N/A

Effective Date of Contract:
3/29/2023

Funding Source

Project # N/A | **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

Cover Letter	Cover Memo	3/15/2023
Resolution	Resolution Letter	3/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	3/15/2023 - 4:53 PM
Legal	Kern, Chris	Approved	3/16/2023 - 1:48 PM
Mayors Office	Montgomery, Brandi	Approved	3/16/2023 - 2:18 PM

March 15, 2023

To Whom It May Concern:

Attached is the resolution to submit a pre-proposal application for $10,000,000 to the National Fish and Wildlife Foundation's (NFWF) National Coastal Resilience Fund. This funding would be used for shoreline stabilization and restoration on the Brookley by the Bay property.

Bordering Mobile International Airport, Brookley by the Bay will be an integral part of continued growth within the City of Mobile by providing waterfront access and recreational opportunity to locals, while showcasing the beautiful natural resources of Mobile Bay. The project area, including the adjacent Arlington Park, consists of 194 acres of waterfront property that stretches along 2.32 miles of shoreline. Successful implementation of shoreline stabilization and protection is vital for the longevity of the park property.

If our pre-proposal is approved by NFWF, we will be invited to submit a full proposal for the project. We look forward to continued communication with you on this important project. Please do not hesitate to contact me with any questions at 251.208.7199 or at jennifer.greene@cityofmobile.org.

Sincerely,

Jennifer Greene
Director of Programs and Project Management
Public Works

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to submit a pre-proposal application to The National Fish & Wildlife Foundation's (NFWF) National Coastal Resilience Fund for grant assistance in the amount of $10,000,000 for the Brookley by the Bay project. There is no required match for this grant program. A full proposal will be submitted if invited by the funding agency.

BE IT FURTHER RESOLVED that, if the City is invited to submit a full proposal and that proposal is approved, the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant application and to provide any information required by NFWF. Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

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	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/16/2023 - 9:32 AM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Bottles Up Mobile, Inc.
Location:	Sip N Paint 104 South Royal Street Mobile, AL 36602

Adopted:

_____
City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5570

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 03.14.2023

Note: **If this letter is altered, or changed in any way,**
It will not be accepted by the Alabama ABC Board

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

140 - SPECIAL EVENTS RETAIL

(Type of License)

TO: *BOTTLES UP MOBILE INC*

Trade Name: SIP N PAINT

Location: 104 SOUTH ROYAL STREET (MARDI GRAS PARK) MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
NEW APPLICATION
SPEC EVENT DATE 03.29.2023
AGENDA DATE 03.21.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

PO BOX 1827 • MOBILE, AL 36633-1827 • PHONE (251) 208-7441 • FAX (251) 208-7482

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5570

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P.O. Box 1151
Montgomery, AL 36101

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(Type of License)

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Location: 104 SOUTH ROYAL STREET (MARDI GRAS PARK) MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
NEW APPLICATION
SPEC EVENT DATE 03.29.2023
AGENDA DATE 03.21.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

PO BOX 1827 • MOBILE, AL 36633-1827 • PHONE (251) 208-7441 • FAX (251) 208-7482

AGENDA DATE 03.21.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER **5570**

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

BOTTLES UP MOBILE INC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **140 - SPECIAL EVENTS RETAIL**
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *BOTTLES UP MOBILE INC*

TRADE NAME: SIP N PAINT

LOCATED AT: 104 SOUTH ROYAL STREET (MARDI GRAS PARK) MOBILE AL 36602

☐ YES	☐ NO	☑ N/A	Has property owner list been supplied?
☐ YES	☐ NO	☑ N/A	Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑ N/A	Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: T BRATTON MCGREGOR **PHONE#:** 251.604.4776

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 03.14.2023
Application No: 5570

Type License: ***140 - SPECIAL EVENTS RETAIL***

Type License: ***N/A***

Name of Applicant(s) ***BOTTLES UP MOBILE INC***

Ownership: ***CORPORATION***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
MCGREGOR, THOMAS BRATTON	MEMBER	09.22.1983 DHAHRAN SAUDI ARABIA	

Corporate information: 958-345 (Enter book & page or document info) Date: 12.22.2021 (Incorporation or Authority) County: MOBILE

Trade Name ***SIP N PAINT - MARCH 29 2023 EVENT***

Location 104 SOUTH ROYAL STREET (MARDI GRAS PARK) MOBILE AL 36602

Mailing Address 10349 TAYLOR HARPER BLVD GRAND BAY AL 36541
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? EVENT STAFFING

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO

TBM

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***YES***

(If YES, explain in Law violation Section) Signature of applicant T B M

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** T B M

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** 03.14.2023

The undersigned BOTTLES UP MOBILE INC - THOMAS B MCGREGOR

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

T B M

Signature of Affiant

Sworn to and subscribed before, me this *14th* day of *MARCH* Year *2023*

R Shawn Skinner

SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person T BRATTON MCGREGOR E-mail: BARGUY@BOTTLESUPMOBILE.COM

Phone Number: Home: 251.604.4776 Cell: 251.604.4776 Bus: 251.604.4776

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 45 License premises includes patio area *NO*

Square Footage

License covers: *OTHER*

License Structure: *SINGLE STRUCTURE*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a convinction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
MCGREGOR, THOMAS BRATTON	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: T B M

Lease /Property Ownership

Name of Property Owner/Lessor: CITY OF MOBILE

Address of Property Owner/Lessor: 205 GOVERNMENT STREET MOBILE AL 36602

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) TBM

CITY OF MOBILE

REVENUE DEPARTMENT

March 14, 2023

BOTTLES UP MOBILE INC

10349 TAYLOR HARPER BOULEVARD

GRAND BAY, AL 36541 USA

ACCOUNT NUMBER: 124969 TERRITORY A-L

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1512827	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL DUE: **$50.00***

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

032741-0008 CHARLITTA 03/14/2023 10:58AM

BUSINESS LICENSE
BOTTLES UP MOBILE INC
124969
2023 Item: 1512827
ALCOHOL APPLICATION
FEE

Principal	50.00
Interest	0.00

	50.00
Subtotal	**50.00**
TP CC FEE	5.00
Total	**55.00**
REVENUE CC	55.00

**********6420
Ref=a52f67cd-d271-4afe-8b9d-5cb6cd8f26df
Auth=04454G

Change due	**0.00**

Paid by: BOTTLES UP MOBILE INC

Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

City of Mobile Alcoholic Beverage License Application

ALL boxes are *REQUIRED.* Form is fillable and have dropdown boxes

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
3.8.23		12.27.21	

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number

License Type applied for with Alabama ABC Board	

Business Information

Business Description/Activity	Other Explain
OTHER (explain)	Beverage Catering Services

Legal Business Name	Trade Name (DBA)
Bottles Up Mobile Inc.	Bottles Up Mobile Inc.

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
	12.27.23	n/a

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
		AL	

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Grand Bay	AL	36541	

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
10349 Taylor Harper Blvd.			

City	State	Zip Code	Business Phone Number	Building Type
Grand Bay	AL	36541		

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
2516044776	87-4118229	R011297283	

Business Contact Person Information

Name	Title	Phone	Email
Bratton McGregor	President	2516044776	barguy@bottlesupmobile.com

Land/Building Information

Do you own or rent/lease the property?

Property Owner Name	Do you have a legal description of property?
City of Mobile	Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
205 Government St.	251.208.1551	jonni.nottingham@cityofmobile.org

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
			n/a	n/a

Fully equipped & operational kitchen	Equipped with table and chairs
If NO, any food served (if YES explain below)	Equipped for on premise consumption
Habitually used for providing food to public	Restroom Facilities / Patio Area

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230308104718836

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

Type License: **State:** **County:**

Trade Name: SIP N PAINT **Filing Fee:** $50.00

Applicant: BOTTLES UP MOBILE INC **Transfer Fee:**

Location Address: 104 S ROYAL ST MARDI GRAS PARK MOBILE, AL 36602

Mailing Address: 10349 TAYLOR HARPER BLVD GRAND BAY, AL 36541

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 958-345

Do you sell Draft Beer?:

Date Incorporated: 12/22/2021 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 12/22/2021

Federal Tax ID: 87-4118229 **Alabama State Sales Tax ID:** R011297283

Name:	Title:	Date and Place of Birth:	Residence Address:
THOMAS BRATTON MCGREGOR 7003378 - AL	OWNER	09/22/1983 DHAHRAN SAUDI ARABIA	10349 TAYLOR HARPER BLVD GRAND BAY, AL 36541

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: THOMAS MCGREGOR **Home Phone:** 251-604-4776
Business Phone: 251-604-4776 **Cell Phone:** 251-604-4776
Fax: **E-mail:** BARGUY@BOTTLESUPMOBILE.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
Trade Name: License 1:
Applicant: License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230308104718836

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CITY OF MOBILE 251-208-1551
What is lessors primary business? GOVERNMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 99999 Display Square Footage:
Building seating capacity: 45 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230308104718836

Initial each	Signature page
TBM	In reference to law violations, I attest to the truthfulness of the responses given within the application.
TBM	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
TBM	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
TBM	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
TBM	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
TBM	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
TBM	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Thomas Bratton McGregor

Signature of Applicant: [signature]

Notary Name (print): Ashley Ann Roza

Notary Signature: Ashley Ann Roza

Commission expires: 3/21/2026

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

ASHLEY ANN ROZA
Notary Public
Alabama State at Large

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230308104718836

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: 03/29/2023 Ending Date: 03/29/2023
Special terms and conditions for special event/special retail:
THE EVENT WILL BE HELD AT MARDI GRAS PARK ON 3/29/2023. BEER AND WINE WILL BE SERVED IN 9 OZ CLEAR PLASTIC CUPS AND MIX DRINKS WILL BE SERVED IN 12 OZ CLEAR PLASTIC CUPS. ENTRANCE/EXITS WILL BE CONTROLLED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE AND THIS IS A NON RENEWABLE LICENSE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: MARGI GRAS PARK
Are there any special restrictions, instructions, and/or conditions for this license?: THE EVENT WILL BE HELD AT MARDI GRAS PARK ON 3/29/2023. BEER AND WINE WILL BE SERVED IN 9 OZ CLEAR PLASTIC CUPS AND MIX DRINKS WILL BE SERVED IN 12 OZ CLEAR PLASTIC CUPS. ENTRANCE/EXITS WILL BE CONTROLLED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE AND THIS IS A NON RENEWABLE LICENSE.

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person)					Copy of Driver's License Must Be Provided
Full Name (Last, First, Middle)			Title (Member, Owner, Officer)		If Member/Officer, Position
Bratton McGregor			President		
Race	Sex	Date of Birth	Home Address		
n/a		9.22.83	10349 Taylor Harper Blvd.		
Social Security Number	Drivers License (State, Number)		City	State	Zip Code
	AL 7003378		Grand Bay	AL	36541
Place of Birth (City, State, Nation)			Mobile Number	Email	
Saudi Arabia			2516044776		

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

1-787 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 07-08-2021

THOMAS BRATTON MCGREGOR

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

THOMAS BRATTON MCGREGOR

Search Completed Result **07-08-2021** **E2021189000000211368**

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Scott A. Rago
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

1. THE NAME OF THE CORPORATION

BOTTLES UP MOBILE, INC

2. THIS FORM WAS PREPARED BY:

THOMAS B MCGREGOR

3. THE STREET (NO PO BOXES) ADDRESS OF PRINCIPAL OFFICE:

MAILING ADDRESS IN ALABAMA OF PRINCIPAL OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

THOMAS B MCGREGOR

A OF REGISTERED OFFICE (IF DIFFERENT

(FOR SOS OFFICE USE ONLY)

5. PURPOSE FOR WHICH CORPORATION IS FORMED (THE PURPOSE INCLUDES THE TRANSACTION OF ANY LAWFUL BUSINESS FOR WHICH CORPORATIONS MAY BE INCORPORATED IN ALABAMA UNDER TITLE 10A, CHAPTER 2A OF THE CODE OF ALABAMA.):

CATERING SERVICE - BAR AND ANY OTHER LEGAL PURPOSE

Alabama
Sec. Of State

958-345 D/C

Date	12/22/2021
Time	15:54:00
File	$100.00
County	$100.00
Exp	$0.00
Total	$200.00

6. NUMBER OF SHARES THE CORPORATION IS AUTHORIZED TO ISSUE: 1 PAR VALUE (OPTIONAL): 1,000

7. PERIOD OF DURATION SHALL BE PERPETUAL UNLESS STATED OTHERWISE BY AN ATTACHED EXHIBIT.

8. INCORPORATOR(S)

Incorporator	Office Address	Mailing Address
THOMAS B MCGREGOR B	10349 TAYLOR HARPER BLVD GRAND BAY, AL 36541	10349 TAYLOR HARPER BLVD GRAND BAY, AL 36541

10. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☐ ATTACHED ARE ANY OTHER PROVISIONS THAT ARE NOT INCONSISTENT WITH LAW RELATING TO ORGANIZATION, OWNERSHIP, GOVERNANCE, BUSINESS, OR AFFAIRS OF THE CORPORATION.

12/22/2021
DATE

THOMAS B MCGREGOR PRESIDENT
ELECTRONIC SIGNATURE & TITLE/CAPACITY

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

BOTTLES UP MOBILE, INC

This name reservation is for the exclusive use of THOMAS B MCGREGOR, 10349 TAYLOR HARPER BLVD, GRAND BAY, AL 36541 for a period of one year beginning December 22, 2021 and expiring December 22, 2022

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.

December 22, 2021

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES992969

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-27-2021

Employer Identification Number:
87-4118229

Form: SS-4

Number of this notice: CP 575 A

BOTTLES UP MOBILE INC
10349 TAYLOR HARPER BLVD
GRAND BAY, AL 36541

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-4118229. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2022
Form 940	01/31/2023
Form 1120	04/15/2022

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

BOTTLES UP MOBILE INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011297283	01/1/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 722320

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

10349 TAYLOR HARPER BLVD GRAND BAY AL 36541-2801

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

URBAN DEVELOPMENT ZONING APPROVAL

All boxes REQUIRED .. MUST be answered

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Type			License Type	
OTHER (explain)				
Legal Business Name			**Trade Name (DBA)**	
Bottles Up Mobile Inc.			Bottles Up Mobile Inc.	
Physical Address of Business (Street Name, Suite #)			**Building Square Footage**	**Building Stand alone or attached**
n/a			n/a	
City	**State**	**Zip Code**	**Did you include the *REQUIRED* drawing with this sheet?**	
	AL			

Business Contact Person			
Name	**Title**	**Phone**	**Email**
Bratton McGregor	President	2516044776	barguy@bottlesupmobile.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
14+	N/A		T5.2	✓
Comments				
Parking not required in the DDD				
Print Name	**Signature**		**Date**	
Payton Rogers			03/14/2023	

DJ

Bar

Alpha Lit

Balloon Arch

Check in

Paint Table

Canvas table

MPRD Information Table

Sections

80 tables 320 chairs

Barricades:

Portable Toilets:

ADA Portable Toilets

Handwashing Station:

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcohol License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY (*REQUIRED* - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

104 S Royal Street, Mobile, AL 36602. - Mardi Gras Park

	Ownership Type		Company Name
The above described property is		to/by	City of Mobile

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this _____ day of _____ 20 _____

Notary Printed Name	Notary Signature	My (Notary) Commission Expires

Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
Owner of Property (Signature)	Applicant Name (Signature)
Address 205 Government St.	Address
City, State, Zip	City, State, Zip
Date Agreement Signed	Date Agreement Signed

City of Mobile
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

PARKS AND RECREATION

To Whom It May Concern,

The City of Mobile Parks and Recreation Department will be hosting an event, Sip 'N Paint, on 3/29/23. The event will begin at 6:00pm and end at 9:00pm.

The Sip 'N Paint event takes place at Mardi Gras Park, 104 S Royal Street, Mobile, AL 36602.

The City of Mobile will be leasing space at the event to Bottles Up Mobile, Inc. to provide bar services during the event. Bottles Up Mobile, Inc. will be able to set up a bar location within the event space, in Mardi Gras Park, during the event hours on 3/29/23.

If you have any questions, please feel free to reach out.

Thank you,

Kati Wigfield

Kati Wigfield
City Events Specialist
City of Mobile Parks and Recreation Department
Events Division

City of Mobile
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

PARKS AND RECREATION

Scheduling Confirmation

Facility: Mardi Gras Park – 104 S Royal Street, Mobile, AL 36602

Applicant: Bottles Up Mobile, Inc. 10349 Taylor Harper Blvd., Grand Bay, AL 36541 - (251) 604-4776

Event: Sip 'N Paint

Reservation Date

From: 3/29/23 at 6:00pm
To: 3/29/23 at 9:00pm

Reservation Fee: $0.00
Security Deposit: $0.00
Total Amount: $0.00

Payment Records
Amount Paid: $0.00
Amount Due: $0.00

B McGhee
Applicant Signature

Kate Wiegfield
Rentals Representative Signature

3/3/23
Date

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time. The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation. The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

Owner/Applicant Printed Name	Date
B McG	President - 3.8.23
Owner/Applicant Signature	Title

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

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	3/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Gauthier, Lana	Approved	3/16/2023 - 2:02 PM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Iron Hand Brewing, LLC
Location:	Iron Hand Home Brew Fest 204 State Street Mobile, AL 36603

Adopted:

_____
City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5568

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 03.08.2023

Note: **If this letter is altered, or changed in any way,**
It will not be accepted by the Alabama ABC Board

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

140 - SPECIAL EVENTS RETAIL

(Type of License)

TO: *IRON HAND BREWING LLC*

Trade Name: IRON HAND HOME BREW FEST

Location: 204 STATE STREET MOBILE AL 36603

This business is located within the City's corporate limits.

Comments:
NEW APPLICATION
AGENDA 03.21.2023
EVENT DATE 04.01.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

PO BOX 1827 • MOBILE, AL 36633-1827 • PHONE (251) 208-7441 • FAX (251) 208-7482

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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NEW APPLICATION
AGENDA 03.21.2023
EVENT DATE 04.01.2023

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Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

PO BOX 1827 • MOBILE, AL 36633-1827 • PHONE (251) 208-7441 • FAX (251) 208-7482

MOBILE POLICE DEPARTMENT

PAUL O. PRINE
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Paul O. Prine
Chief of Police

From: _____
Captain Jonathan Lee
Commander, Special Investigation Section

Date: March 16, 2023

Re: Alcoholic Beverage License Application No. 5568
IRON HAND BREWING LLC
D/B/A: Iron Hand Home Brew Festival
204 State Street
Mobile, AL 36603
Rebecca Williams, Member
Joshua Thomas, Member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a one-time special event that will be named Iron Hand Home Brew Festival. The City of Mobile Revenue department has advised although this is a new application, all taxes have been reported and paid for Iron Hand Home Brew and their business license is current. Since this is a new application, the Underage Drinking Coordinator of the Mobile Police Department advised that the location is currently in good standing.

It is my recommendation that the application be:

MAR 16 2023
CHIEF OF POLICE

___✓___ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

The mission of the Mobile Police Department is to be the safest city in America, with respect for everyone.

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **March 9, 2023**

Re: **Application # 5568 / 204 State St**

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-4 and the existing brew pub is allowed by variance # 6099 in a T-4 zoning district. This is to advise that a special event with special retail sales is a permitted use at the existing brew pub.

The site is located within the Downtown Development District, which exempts T-4 from parking requirements.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 2, William Carroll (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING

APPLICATION NUMBER 5568 DATE MARCH 21, 2023

APPLICANT IRON HAND BREWING LLC

LOCATION 204 STATE ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S
NTS

LANDUSE SURVEY CONDUCTED 2010

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

AGENDA DATE 03.21.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5568

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

IRON HAND BREWING LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **140 - SPECIAL EVENTS RETAIL**
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *IRON HAND BREWING LLC*

TRADE NAME: IRON HAND HOME BREW FEST

LOCATED AT: 204 STATE STREET MOBILE AL 36603

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☑ YES	☐ NO	☐	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: BENJAMIN W ROSS **PHONE#:** 251. 229.9882

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 02.28.2023
Application No: 5568

Type License: ***140 - SPECIAL EVENTS RETAIL***

Type License: *N/A*

Name of Applicant(s) ***IRON HAND BREWING LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
WILLIAMS, REBECCA RUTH	MEMBER	09.26.1966 HARDIN COUNTY KENTUCKY	
THOMAS, JOSHUA ERB	MEMBER	01.22.1980 MARIETTA COUNTY OHIO	

Corporate information: BK LR 7337 PG 111 LAOR Date: 01.08.2016 County: MOBILE
(Enter book & page or document info) (Incorporation or Authority)

Trade Name ***IRON HAND HOME BREW FESTIVAL***

Location 204 STATE STREET MOBILE AL 36603

Mailing Address 206 STATE STREET MOBILE AL 36603
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? SPECIAL EVENT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

YES ... IRON HAND BREWING LLC 206 STATE STREET MOBILE AL 36603

RESTAURANT AND BREWPUB LICENSE - LICENSE 011144249

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) **Signature of applicant** POA

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** POA

COUNTY OF **MOBILE** **TITLE** POWER OF ATTORNEY **DATE** 02.28.2023

The undersigned IRON HAND BREWING LLC - BENJAMIN W ROSS (POA)

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

POA

Signature of Affiant

Sworn to and subscribed before, me this *28th* day of *FEBRUARY* Year *2023*

R Shawn Skinner

SIGNATURE OF NOTARY *MY COMMISSION EXPIRES*

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person BEN W ROSS E-mail: IRONHANDBREWING@GMAIL.COM

Phone Number: Home: 251.229.9882 Cell: 251.229.9882 Bus: 251.725.6912

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *NO*

Is place of business habitually used for providing food to the public? *N/A*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *NO*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 0 License premises includes patio area *NO*

Square Footage 6500

License covers: *PORTION OF*

License Structure: *ONE STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a convinction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
WILLIAMS, REBECCA RUTH	NONE		
THOMAS, JOSHUA ERB	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: POA

Lease /Property Ownership

Name of Property Owner/Lessor: STATE ST LAND 251.340.6505

Address of Property Owner/Lessor: 157 NORTH CONCEPTION STREET MOBILE AL 36603

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) BWR POA

CITY OF MOBILE

REVENUE DEPARTMENT

February 28, 2023

SPEC EVNT - HOMEBREW FESTIVAL

204 STATE STREET

MOBILE, AL 36603 USA

ACCOUNT NUMBER: 121594 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1499779	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL DUE: **$50.00***

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

032600-0001 SHAWN S. 03/06/2023 08:26AM

BUSINESS LICENSE
~~STALEKRACKER CRAWFISH BOIL~~ HOME BREW FESTIVAL
121594
2023 Item: 1499779
ALCOHOL APPLICATION
FEE 50.00

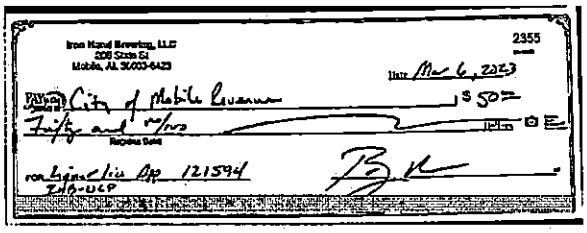
50.00

Subtotal 50.00
Total 50.00

CHECK 50.00
Check Number 2355

Change due 0.00

Paid by: STALEKRACKER CRAWFISH BOIL



Thank you for your payment

CUSTOMER COPY

INFORMATION SHEET

Contact Person: BENJAMIN ROSS Phone #: 251.229.9882

Business Name: IRON HAND BREWING, LLC

Corporation Name: IRON HAND BREWING, LLC

Business Address: 206 STATE ST; MOBILE, AL 36603

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. ~~LRB~~ LR7337, pg111, LAOR County Mobile:
(Enter book and page or document info)

Date 1.6.2016
(Incorporation or Authority)

Is business equipped with table & chairs? Y Building seating capacity: N/A

Does the premises have a fully equipped and operational kitchen? N/A

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? yes If yes explain:
FULL SERVICE Restaurant / Brewpub adjacent to special event area

Square Feet of building N/A

For a SPECIAL EVENT, list dates: from 4.1.2023 to 4.1.2023.
Type of Event HOME BREW Festival.

IF OPERATING AS A PRIVATE CLUB:

⇒ Does club charge & collect dues from elected members? _____
⇒ How many paid-up members are there in the Club? _____
⇒ Are regular meetings held? _____ If so, when? _____
⇒ Is business conducted through officers regularly elected? _____
⇒ Are members admitted by written application, investigation & ballot? _____
⇒ For what purpose is the Club organized & operated. Social____; Patriotic____; Political____; Athletic____.
⇒ Does the property used, as well as the advantages, belong to all the members? _____
⇒ Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served? ____
⇒ Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership? _____.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230228094504862

Type License: 140 - SPECIAL EVENTS RETAIL

Type License:

Trade Name: IRON HAND HOME BREW FEST

Applicant: IRON HAND BREWING LLC

Location Address: 204 STATE STREET MOBILE, AL 36603

Mailing Address: 206 STATE STREET MOBILE, AL 36603

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type:

Book, Page, or Document info: 357/112

Do you sell Draft Beer?:

Date Incorporated: 01/22/2016 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority:

Federal Tax ID: 83-2789046 **Alabama State Sales Tax ID:** R009845466

State: $150.00 **County:** $150.00

State: **County:**

Filing Fee: $50.00

Transfer Fee:

Type Ownership: LLC

Name:	Title:	Date and Place of Birth:	Residence Address:
JOSHUA ERB THOMAS	MEMBER	01/22/1980 OHIO	
REBECCA RUTH WILLIAMS	MANAGING MEMBER	09/26/1966 KENTUCKY	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? YES
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? YES
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: BENJAMIN ROSS
Business Phone: 251-725-6912
Fax:

Home Phone: 251-229-9882
Cell Phone: 251-229-9882
E-mail: IRONHANDBREWING@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230228094504862

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: ERWDTP LLC 251-423-2200
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 6500 Display Square Footage:
Building seating capacity: 250 Does Licensed premises include a patio area? YES
License Structure: ONE STORY License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230228094504862

Initial each — **Signature page**

- [BR] In reference to law violations, I attest to the truthfulness of the responses given within the application.
- [BR] In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- [BR] In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
- [BR] In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
- [XXXX] In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
- [XXXX] In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
- [BR] In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
- [BR] The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.
  The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
- [BR] I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): BENJAMIN W ROSS

Signature of Applicant: [signature]

Notary Name (print): Sandy Dunham

Notary Signature: Sandy Dunham Commission expires: 9/17/25

Application Taken: 2/28/23 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Iron Hand Brewing, LLC
Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* ( ) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) Rebecca Ruth Williams

Social Security # [redacted] Sex: ( )M (X)F

Driver License# [redacted] State FL

Title (*i.e. Owner, President, Member*) Managing Member

Date of Birth 09 / 26 / 1966

Place of Birth Harlan (*County*) Kentucky (*State*) USA (*Nation*)

Present Address: [redacted]
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: .5yr Home# [redacted] Cell# 850-723-1786

***

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state *"NONE"*)

NAME	DATE / VIOLATION	JURISDICTION	DISPOSITION
None			

I certify that the above information is correct and true.

[signature] **Date:** 16 March '22

Signature & Title

****

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state *"NONE"*)

NAME	DATE / VIOLATION	JURISDICTION	DISPOSITION
NONE			

I certify that the above information is correct and true.

Joshua Thomas MEMBER Date: 4.3.2022

Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor:_____

(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address:_____

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.676.6000 / ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

April 11th, 2022

Ms. Williams,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

W. Avery Morris, CLEE
Operations Commander
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx

NAME:WILLIAMS,REBECCA RUTH

ABI RESULT:IDENT

CERTIFIED COPY OF ALEA DOCUMENT

```
04-11-2022 11:04  ALLEA0049                                          *
*ATN/TCN8002202775                                                   *
*OPR/AFIS                                                            *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02878157             *
*-CIVIL APPLICANT RESPONSE-            REPORT DATE: 04-11-2022       *
*NAME                            STATE ID NO.   FBI ID NO.           *
*WILLIAMS,REBECCA RUTH                                               *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE   HAIR   POB                  *
*F   W    [illegible] 01    145    BRO   BLN    KY                  *
*SOCIAL SECURITY    SCARS-MARKS-TATTOOS                              *
                                                                     *
*FILE NUMBER BIRTH DATE  SOCIAL SECURITY   OCCUPATION                *
*                                          *                         *
***********************************************************************
*LAST PAGE ON SID                                                    *

SEQ #  520 MRI #
```

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
CRIMINAL JUSTICE INFORMATION SYSTEMS

SHIELD CRIMINAL RECORD CHECK SYSTEM

****
* CUSTOMER SUMMARY REPORT *
****

TODAYS DATE: 03/31/2022

ID	ORGANIZATION
C00068029	IRON HAND BREWING, LLC

ADDRESS: ATTN: BENJAMIN ROSS
206 STATE STREET
MOBILE, AL 36603

BATCH NUMBER: 20220330001 RECEIVED DATE: 03/30/2022

TOTAL TRANSACTIONS:	1
ERRORS:	0
PROCESSED:	1
CRIMINAL HISTORIES:	0
IN PROGRESS:	0

The Florida Department of Law Enforcement (FDLE), Division of Criminal Justice Information Services (CJIS), is the central repository for criminal history information for the State of Florida. In addition to maintaining criminal history information, it is our responsibility to provide public access to this information when requested.

In accordance with s. 943.053 (3), Florida Statutes, a State of Florida background check will include the following:

- Fingerprint based arrest information received by FDLE from State of Florida law enforcement agencies;
- All felony and serious Florida arrests not sealed or expunged;
- Arrest information includes date of arrest, arresting agency, charge, and charge level;
- Final judicial outcome as reported to FDLE by county Clerk of Court offices including prosecuting agency, court disposition, plea, sentence date, and confinement date (if applicable); and
- Juvenile arrest information provided the same offense would be a felony if committed by an adult.

Failure to supply the required information (name, race, sex and date of birth) will greatly reduce our chances of reasonably associating your subject with a possible record in our extensive files.

Please keep in mind that when fingerprints are not submitted, the results are based on the name and other identifying information. Since some persons have similar or identical descriptors, fingerprints may be necessary to positively state whether it is the same individual.

If you have any questions on your State of Florida criminal history results, please contact a member of the Criminal History Services section at (850) 410-8181.

**** TRANSACTION LISTING FOLLOWS ****

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
CRIMINAL JUSTICE INFORMATION SYSTEMS

SHIELD CRIMINAL RECORD CHECK SYSTEM

****
* TRANSACTION LISTING FOR C00068029 *
****

CUSTOMER: IRON HAND BREWING, LLC BATCH: 20220330001

SEQ-NBR	APPLICANT NAME	RESULT	DOB	RAC	SEX	SSN	CONTROL NBR
1	WILLIAMS, REBECCA RUTH	NO RECORD	09/26/1966	W	F		

END OF TRANSACTIONS **END OF TRANSACTIONS** **END OF TRANSACTIONS** **END OF TRANSACTIONS**

FDLE

Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

Criminal Justice Information Services
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7100
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Nikki Fried, *Commissioner of Agriculture*

March 31, 2022

IRON HAND BREWING, LLC
BENJAMIN ROSS
206 STATE STREET
MOBILE, AL 36603

Dear Sir or Madam:

Based on the information provided, a search through the files of the Florida Department of Law Enforcement has returned no Florida record for the following individual:

REBECCA RUTH WILLIAMS

Race - White

Sex - Female

DOB - 09/26/1966

SSN - 407-02-1178

Failure to supply the required information (name, race, sex and date of birth) will greatly reduce our chances of reasonably associating your subject with a possible record in our extensive files. If we may be of further assistance, do not hesitate to contact Criminal History Services at (850) 410-8161.

Sincerely,

Alfonso Lowry
Criminal Justice Information Analyst I
Criminal History Services

AL/rr

SHEKEVA M ADAMS
Commission # HH 224404
Expires February 6, 2026

STATE OF FLORIDA
COUNTY OF LEON

Alfonso Lowry
Criminal History Services
Florida Dept. of Law Enforcement
Sworn and subscribed before me by means of physical presence or online notarization, this
31 day of March 20 22
by Alfonso Lowry
personally known to me
Shekeva M Adams

I-797 (Rev. 09-10-2016)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

JOSHUA ERB THOMAS
C/O: BENJAMIN ROSS
206 STATE STREET
MOBILE, AL 36603

Date: 04-01-2022

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

JOSHUA ERB THOMAS

Search Completed Result 04-01-2022 E20220910000000096491

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth:

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

Scott A. Rago
Section Chief
Biometric Services Section
Criminal Justice Information Services Division

LIMITED POWER OF ATTORNEY

STATE OF ALABAMA
COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, that IRON HAND BREWING, LLC, (hereinafter "IRON HAND") organized and existing under the laws of the State of Alabama constitutes and appoints Benjamin W. Ross as true and lawful agent and Attorney-in-Fact (herein called my "Attorney") with full power of substitution, for IRON HAND in its name, place and stead to do every act of every kind with the respect to the transfer, application or renewal of Alabama Beverage Control liquor licenses and business licenses for the manufacture, wholesale, warehousing and/or retail sale of alcoholic beverages applied for in the name of IRON HAND and to act on its behalf in any and all counties and/or cities in the States of Alabama with all the powers the undersigned would possess if personally present for the transaction of business with regard to the transfer, application or renewal of said licenses including signing documents with respect to the above-described matters.

Pursuant hereto, my said Attorney may take any and all such actions on behalf of IRON HAND as its Attorney-in-Fact. No person dealing with IRON HAND's said Attorney shall be required to see to the application of any funds or property paid or given for my account and the receipt given by, or any other juristic acts performed by IRON HAND's said Attorney shall be as final and binding upon IRON HAND's interest in the transfer as if performed by IRON HAND.

This Special Power of Attorney may be revoked by IRON HAND in whole or in part at any time by delivering or causing to be delivered to my said Attorney written notice of such revocation, provided, however, that no such revocation shall vitiate, invalidate, or impair any action taken prior to receipt of such written notice. Unless sooner terminated, this Power of Attorney shall remain in full force and effect for one year from the date of execution below.

Any and every person or entity dealing with or accepting and relying on instruments executed or any act taken by IRON HAND's Attorney under the provisions of this Power of Attorney prior to actual receipt of any written notice from IRON HAND that the powers conferred herein or any of them have been revoked, amended or restricted, shall be fully protected against any claims or contention by IRON HAND, its successors, or assigns with respect to their right to rely upon the existence and continuing effect of this Power of Attorney and all provisions herein regardless of any lapse of time from and after the date of execution hereof. A copy of this Limited Power of Attorney shall be as valid and enforceable as the original.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of August, 2018.

IRON HAND BREWING, LLC

By: _____
Rebecca R. Williams
As Its: CHIEF EXECUTIVE MANAGER

STATE OF ALABAMA
COUNTY OF MOBILE

I, Anjulie Wolberg, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Rebecca R. Williams, whose name as Chief executive mangr of IRON HAND BREWING, LLC, an Alabama limited liability company, is signed to the foregoing assignment and who is known to me, acknowledged before me on this day, that being informed of the contents of said assignment, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official notarial seal this the 28th day of August, 2018.

ANJULIE WOLBERG NOTARY PUBLIC ALABAMA STATE AT LARGE

Anjulie Wolberg
Notary Public
My Commission Expires: 8/3/2022

ANJULIE WOLBERG
Notary Public
Alabama State at Large
My Commission Expires 8/03/2022

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

2016001138 1/3
Bk: LR7337 Pg.111
Document Type: LAOR

Mobile County, Alabama

(For County Probate Office Use Only)

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. The information required in this form is required by Title 10A.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. **Make a separate check or money order payable to the Secretary of State for the state filing fee of $100.00 for standard filing** (based on date of receipt and volume) or **$200.00 for expedited service** (processed within approximately 3 business days after date of receipt from the County Probate Office) and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC." and comply with *Code of Alabama*, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations): Iron Hand Brewing, LLC

2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached **and the name reserved must agree with item 1 above (proves name reservation under 10A-1-4.02(f)).**

(For SOS Office Use Only)

This form was prepared by: (type name and full address)

Rebecca R. Williams
301 N. 57th Ave.
Pensacola, FL 32506

Probate Court of Mobile

Signature: Joe McKenzie

Date: 1/08/16

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. The name of the Registered Agent located at the Registered Office (only one agent):

Michele Strong

Street (No PO Boxes) address of Registered Office (must be located in Alabama):

206 Westwood Street, Mobile, AL 36606

Mailing address in Alabama of Registered Office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

5. Check only if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify _____/_____/_____ as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be _____:_____ ○ AM ○ PM (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

01/06/2016
Date (MM/DD/YYYY)

Signature as required by 10A-5A-2.04

Rebecca R. Williams
Typed Name of Above Signature

Organizer
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (and additional sheets if necessary).

IRS.gov

EIN Assistant

5. EIN Confirmation

Congratulations! Your EIN has been successfully assigned.

EIN Assigned **83-2709046**

Legal Name **IRON HAND BREWING LLC**

IMPORTANT:

Save and/or print this page and the confirmation letter below for your permanent records.

The confirmation letter below is your official IRS notice and contains important information regarding your EIN.

CLICK HERE for Your EIN Confirmation Letter Help with saving and printing your letter

Once you have saved or printed your letter click "Continue" to get additional information about using your new EIN. Continue >>

Help Topics

What if I did not have access to a printer at this time?

Can I access this letter at a later date?

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

IRON HAND BREWING LLC
206 STATE ST
MOBILE, AL 36603-6423

SLS	R009845466	08/1/17

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Curtis E. Stewart
Deputy Commissioner

NAICS CODE 312120

ALABAMA DEPARTMENT OF REVENUE
P.O. BOX 327900
MONTGOMERY, AL 36132-7900
SLS

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
MONTGOMERY
ALABAMA
Permit No. 199

Provider Code 4400

IRON HAND BREWING LLC
1663 HILLCREST RD APT 289
MOBILE, AL 36695-3941

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an Special Event venue
(Type of business)

IRON HAND BREWING, LLC
(Name of applicant whether individual, corporation, etc.)

204 STATE ST; MOBILE, AL 36603
(Location address for application)

Mobile AL
City State Zip

NO BUILDING, APROX 6500 sq ft Land
(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

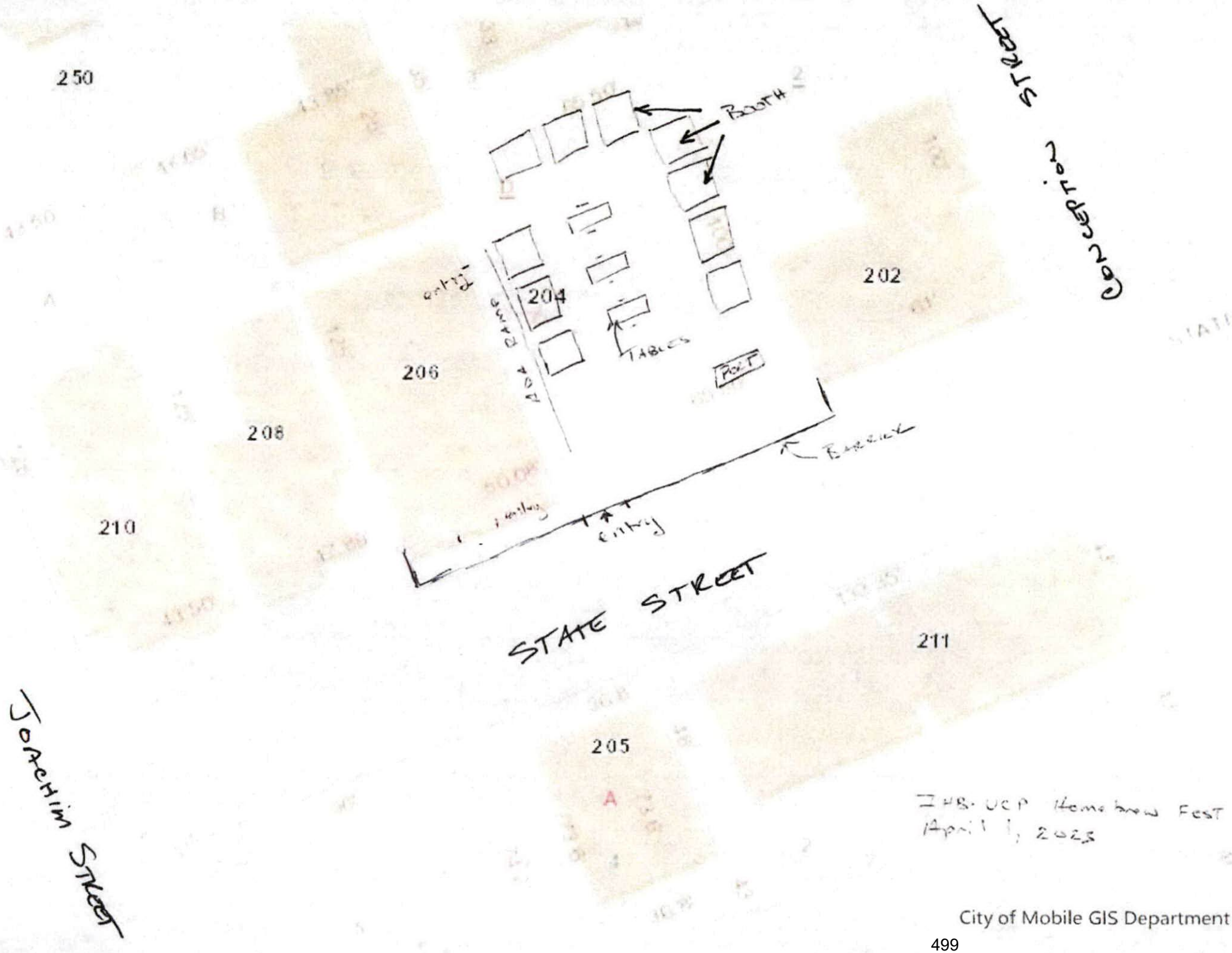
****

URBAN DEVELOPMENT DEPARTMENT

Zoning T4 Parking Provided none

Parking Required none Compliance: ✓ Yes _____ No

(Signed by Urban Development Dept) Date 03/02/2023



HBC UCP Homebrew Fest
April 1, 2023

LEASE-PROPERTY OWNERSHIP AGREEMENT

[illegible] MOBILE [illegible]

MOBILE, [illegible]

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

LOT D MADDEN COCHRAN S/D
RESUB OF LOT 1 MBK 131 PAGE 9.

204 STATE STREET, MOBILE, AL 36603

The above described property is [illegible] IRON HAND BREWING, LLC [illegible]

an Alabama Alcoholic Beverage License [illegible]

[illegible] 3rd [illegible] March [illegible] 23

Kellie Roberts-Bryars

KELLIE ROBERTS-BRYARS
My Commission Expires
June 21, 2023

ERWDTP, LLC
[illegible]

3/3/23

LOT LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made and entered into this 20th day of JUNE, 2022, between FRWDTR LLC of 257 Charles Street, Mobile, AL 36604, hereinafter referred to as "Lessor" of the one part and L.A. Lankford & Co., Inc. of Mobile, AL, as Agent and IRON HAND BREWING, LLC of 208 Slade Street, Mobile, AL 36602, hereinafter referred to as "Lessee"

WHEREAS, Lessor is the owner of the property (this agreement is based upon, which is a vacant lot located immediately East of Lessee's property, whose address is 204 STATE STREET, Mobile, AL 36603, as shown in EXHIBIT "A," attached hereto and made a part hereof, hereinafter referred to as "Lot" and

WHEREAS, Lessee wishes to utilize Lessor's Lot for their business use purposes from time-to-time described in Paragraph 1. below; and

WHEREAS, Lessor has agreed to grant the Lessee the right to lease and Lessee is willing to accept such lease and occupancy, subject to and in accordance with the agreement terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein set forth ad other good and valuable consideration, the receipt of $1.00 and sufficiency of which are acknowledged by the parties hereto.

1. Premises: Vacant, unoccupied, unimproved lot at 204 State Street, Mobile, AL 36603

2. Permitted Use: For Lessee's business use, which includes temporary loading and unloading, temporary parking and, by prior written request, outdoor events and shall be used for no other purpose by Lessee or any other person or entity.

3. Rules and Regulations: The Rules and Regulations applicable to this lease, are hereby made a part of this lease and Lessee agrees to comply with and observe the same. Lessee's failure to keep and observe said rules and regulations shall constitute a breach of terms of this lease as if the same were contained herein as covenants.

4. Term of Lease: The lease term shall be on a month-to-month basis, commencing May 1, 2022 Either party can terminate this agreement by giving the other a Thirty (30) day advance notice in writing

5. Lease Payment: The sum of ~~THREE~~ FIVE HUNDRED ~~($300.00)~~ $500.00 dollars per one (1) day Event is due from Lessee each time Lessee utilizes the Lot as an event location. Payment is due on the 1st of the month prior to the date of any said Event. Lessor is to be given written notice at least 30 days in advance of Lessee's event. Such Notice shall be in compliance with the City of Mobile Events/Police Application and should specify the type of event, time, duration and date of the Event. All installments will be paid in full to Lessor prior to the Event at Lessor's Insurance Agent, L.A. Lankford & Co., Inc. 3515 Dauphin Street, Mobile, AL 36608 or at any other address Lessor directs Lessee in those documents.

6. Late Fees: Lessee agrees to pay a late fee of $20.00 in the event a rent payment is not received by Lessor between the first (1st) and 10th day of the month preceding the event.

7. Default: If Lessee defaults in the payment of rents, per this lease agreement, herein stated or any covenant or terms or conditions herein contained to be kept by Lessee, the Lessor shall provide Lessee with a written notice of such default and Lessee shall have five (5) calendar days to cure such default. If the default is not cured, the Lessor shall have the option to enforce this lease in any manner provided by the laws of the State of Alabama including, but not limited to termination of lease and re-enter and take possession thereof with or without process of law to collect for any lease payment(s) due. Lessee shall quit and surrender peaceably the Lot back to Lessor.

8. Lessee's Responsibilities: The Lot should be kept mowed, weed-eaten in a neat and clean condition on a regular basis, meaning a minimum of 2 times per month during growing season. Other requirements are listed in "Rules and Regulations," made a part of this Lease Agreement.

9. Ordinances: Lessee will comply at all times and in all respects with all laws and ordinances relating to nuisances, fire, health, safety and sanitation insofar as the Lot is hereby leased, and the streets bounding the same are concerned, and the Lessee will not by any act or omission render the Lessor liable for any violation thereof. Other requirements are listed in "Rules and Regulations," made a part of this Lease Agreement.

10. Nuisances: Lessee shall not commit any waste of property or permit the same to be done, but will take good care of the Lot at all times. If the Lot is adjacent to the street or alley, Lessee will keep the sidewalk and curb in front thereof or adjacent thereto clean, and save harmless the Lessor from all damages or claims for damages for failure to do so. Lessee shall not conduct or permit any activity on the Lot which will result in the emission of loud noises or offensive odors so as to disturb adjacent tenants or property owners. Other requirements are listed in "Rules and Regulations," made a part of this Lease Agreement.

11. Liability Insurance Coverage: Lessee shall, during the entire term hereof keep in full force a policy of public liability insurance and property damage insurance of not less than $1,000,000 bodily injury for each occurrence and which property damage liability shall not be less than $1,000,000 for each occurrence. The policy shall name Lessor, any agents, persons, firms or corporations designated by Lessor as additional insured. An Insurance Certificate from Lessee's insurance company naming/showing Lessor as Additional Insured is required. The Certificate shall be mailed to Lessee's address, shown herein. Lessee's insurance shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor thirty (30) days advance written notice.

6-20-22

BZW 6/20/22

12. Indemnification: Lessee shall indemnify and save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the leased Lot or the occupancy or use by Lessee of the Lot or Lessor's repair, alteration or maintenance of any part thereof or occasioned wholly or in part by any act or omission of Lessee, their agents, employees, invitees, lessees or concessionaires. In case Lessor shall, without fault on its part, be made a part to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the Lessor in connection with such litigation. Lessee agrees to indemnify, defend and hold harmless, the Lessor, its agents, administrators, employees and any and all claims, damages, liabilities and expenses, including reasonable attorney's fees incurred.

13. Lessor shall not be liable for any damage or injury to Lessee, its tenants, employees, agents, invitees or any other person, or to any property, occurring on or any part of the Lot, thereof and Lessee agrees to hold Lessor harmless from any claim for damages during the term of this lease or any lease extension, thereof.

14. Lessor or Lessor's agents or assigns are not responsible for any loss, theft or damage to any property left in any vehicle while in, or being driven to and from said Lot or adjacent areas and Lessee hereby indemnifies Lessor for any loss, theft, injury or damage of any kind resulting from acts not directly attributable to Lessor or Lessor's agents.

15. All vehicles shall be driven and handled at the risk of the Lessee or vehicle owner thereof and any person driving any said vehicle shall and agrees to be the agent or employee of the owner of the said vehicle.

16. Lessor and Lessee agree to waive a jury trial in any action or proceeding instituted in connection with this lease.

17. Notices: Notices shall be made to the parties at their respective addresses of the Lessor and Lessee shown in the first paragraph of this Lease. Notices shall be in writing by text, email and U.S. Mail or Certified U.S. Mail. If text is used, then it shall be followed by email. Text numbers and email addresses are shown below.

18. Assignment: Lessee shall not assign this Agreement or any interest of right therein without first obtaining permission in writing from Lessor and that any such purported assignment shall be null and void.

19. Continuance of Agreement: In the event the Lessee shall continue occupancy of the Lot as identified in this contract after the expiration of the term of this lease without any agreement in writing, such occupancy shall be deemed to extend or renew the term of this lease, but such occupancy shall continue on a month-to-month basis upon the covenants with either party giving the other Thirty (30) days written notice to terminate.

6/20/22

6/20/22

20. This Lease and its attachments: RULES & REGULATIONS, EXHIBIT "A" and EXHIBIT "B" constitute the entire agreement between the parties. No modification to this Lease shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, Lessor and Lessee have executed the Lease Agreement as of this 20th day of June, 2022.

LESSOR: ERWDTR, LLC

BY: _____
Erin R. Wheeler
ITS: Managing Member

LESSEE: IRON HAND BREWING, LLC

BY: _____
Rebecca Williams
ITS: Managing Member
Email: ironhandbrewing@gmail.com
Text: 251.229.9882 – Ben Ross
850.723.1786 – Rebecca Williams

LESSOR'S AGENT: J.A. LANKFORD & CO., INC.

BY: _____
Jean A. Lankford
ITS: President
Email: jalcoinc2@aol.com
Text: (251) 423-2200

EPW 6/20/22

AGREEMENT TO POST PUBLIC NOTICE SIGN ON
PROPERTY

I hereby agree to post a public notice sign on the property that is the subject of an application to the City of Mobile, Alabama. I understand that I will be held responsible for the application being considered by the City.

3/3/23 ERWDTP, LLC

Date Owner of Property or Agent

ERIN R WHEELER ERWDTP, LLC

Print Name of Property Owner

204 STATE STREET

Street

MOBILE AL 36603

City State Zip

I agree that I will be responsible for the sign being posted on the property that is the subject of an application to the City of Mobile, Alabama. I understand that I will be held responsible for the sign being posted.

Date Applicant Signature

BENJAMIN W. ROSS

Print Name of Applicant IRON HAND BREWING, LLC

206 STATE ST

Street

MOBILE AL 36603

City State Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5568
Business Name	IRON HAND BREWING LLC
Company DBA	HOMEBREW FESTIVAL
Business Address	206 STATE STREET 36602
License Type	140 - SPECIAL EVENTS RETAIL
Post Date	02.28.2023
Agenda Meeting Date	03.21.2023

POA

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - Cory Penn - District 1

Purpose and Scope of Project:
Declaring the Strructure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
3/21/2023

Renewal Date of Contract:
3/21/2023

Funding Source

Project # 2663 Glass Avenue - ME-151-22 **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 - 2663 Glass Avenue	Cover Memo	3/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/16/2023 - 8:57 AM
City Clerk	Gauthier, Lana	Approved	3/16/2023 -

11:31 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 **2663 Glass Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2663 Glass Avenue** described as:

LOT 669 TRINITY GDNS 4TH ADD MBK 4 P 195 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel Number: 29 02 44 0 009 562

Last Assessed to: HEIR OF EDDIE & KATIE DENNIS, C/O LEON DENNIS

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 14, 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 21, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2663 GLASS AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF EDDIE & KATIE DENNIS, C/O LEON DENNIS,** 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 0 009 562
COUNCIL DISTRICT 1 –CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

2663 Glass Avenue

Property Details			
	658112	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	Y
Survey Date	08-09-22	Comments	

Property Score			
Score	77 S	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8/29/22

Votes 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 01/23/2023

Property Address: 2663 Glass Avenue **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 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. 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.
- [ ] 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

Heir of Eddie & Katie Dennis
C/O Leon Dennis
2622 Carver Street
Mobile, Alabama 36617-1705

January 23, 2023

RE: **2663 Glass Avenue**
Project Number: ME-151-22

Dear Leon Dennis:

On December 27, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2663 Glass Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 669 TRINITY GDNS 4TH ADD MBK 4 P 195 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel Number: 29 02 44 0 009 562

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 9, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 9, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 9, 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 9, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 21, 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 **2663 GLASS AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2663 GLASS AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2663 GLASS AVENUE** **AGENDA PHOTOS / DW**

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NUISANCE ABATEMENT **2663 GLASS AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2663 GLASS AVENUE** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: March 21, 2023

State of Alabama
County of Mobile

Subject Property – 2663 Glass Avenue

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 **7 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: **2663 Glass Avenue** Date: September 22, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 22, 2022

Per the Title Report, the owner is: Heirs of Eddie Lee Dennis DOD 7/4/2003 and Katie Dennis DOD 1/2/20220

Note: Could not locate daughter Dorothy Dixon per obituary. Possible misprint in Obituary. Already listed One daughter named Dorothy Ann Dennis.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Leon Dennis 2622 Carver St Mobile AL 36617-1705	Heir/Son of Eddie Lee Dennis and Katie Dennis Phone number 251-452-2030 Phone number 251-307-5604
2	Leon Dennis 623 Monday St Mobile AL 36603-6066	Secondary Address
3	Ruby Giddings 613 Old Forge Ln University Park IL 60484-3327	Heir/Daughter of Eddie Lee Dennis and Katie Dennis Phone number 708-534-5760 Phone number 708-254-5119
4 ~~5~~	Dorothy Dennis 2622 Carver St Mobile AL 36617-1705	Heir/Daughter of Eddie Lee Dennis and Katie Dennis Phone number 251-452-2030 Phone number 251-259-0445
5 ~~4~~	Patience Dennis 2622 Carver St Mobile AL 36617-1705	Heir/Daughter of Eddie Lee Dennis and Katie Dennis Phone number 251-452-2030 Phone number 251-259-0445
6	Owner 2663 Glass Ave Mobile AL 36617-1970	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

7	Midland Funding LLC c/o Ben Louis Zarzaur PO Box 11366 Birmingham AL 35202	Midland Funding LLC vs Leon Dennis Recorded 7/15/2016 bk7401 pg1637

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

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:
3/21/2023

Renewal Date of Contract:
3/21/2023

Funding Source

Project # 1254 Eslava Lane - ME-141-22 **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 - 1254 Eslava Lane	Cover Memo	3/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/16/2023 - 8:55 AM
City Clerk	Gauthier, Lana	Approved	3/16/2023 -

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 **1254 Eslava Lane** 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 **1254 Eslava Lane** described as:

LOT 27 BLK 4 FULTON RIDGE ESTS MBK 4 PG 110 #SEC 32 T4S R1W #MP29 11 32 4 003

Parcel Number: 29 11 32 4 003 044

Last Assessed to: VINCENT L & NONNIE M PARKER

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 14, 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 21, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1254 ESLAVA LANE** OWNED BY OR MAY HAVE AN INTEREST: **VINCENT L & NONNIE M PARKER,** 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 11 32 4 003 044
COUNCIL DISTRICT 3 –C J SMALL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

Re-checked on 8-25-22 [illegible]
Site Inspection

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1254 ESLAVA LN

Property Details

PARCEL KEYX	**00959323**	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	**Y**
DANGER TO HUMAN/LIFE/HEALTH	**N**	UTILITIES DISCONNECTED	**N**
HISTORIC CONTRIBUTING STRUCTURE	**N**	WATER PENETRATING STRUCTURE	**Y**
VACANT	**N**	FIRE DAMAGE	**N**
OPEN BUILDING PERMITS	**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	

Property Score

SCORE	**51**	SCORE DISCRIPTION	**Demo**

Notes

Re-checked on 8/25/22 [illegible]

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8/29/22

Voted 5 to 0 for Demolition [illegible]

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 01/23/2023

Property Address: 1254 Eslava Lane **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.
- [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. 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.
- [ ] 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

Vincent L & Nonnie M Parker
3013 Westgate Street
Mobile, Alabama 36606-2809

January 23, 2023

RE: **1254 Eslava Lane (fka Drive)**
Project Number: ME-141-22

Dear Vincent L & Nonnie M Parker:

On December 27, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1254 Eslava Lane (fka Drive).

I. **PROPERTY** The legal description of the Property is as follows:

LOT 27 BLK 4 FULTON RIDGE ESTS MBK 4 PG 110 #SEC 32 T4S R1W #MP29 11 32 4 003

Parcel Number: 29 11 32 4 003 044

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 9, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 9, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 9, 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 9, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 21, 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 **1254 ESLAVA LANE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1254 ESLAVA LANE** **AGENDA PHOTOS / DW**

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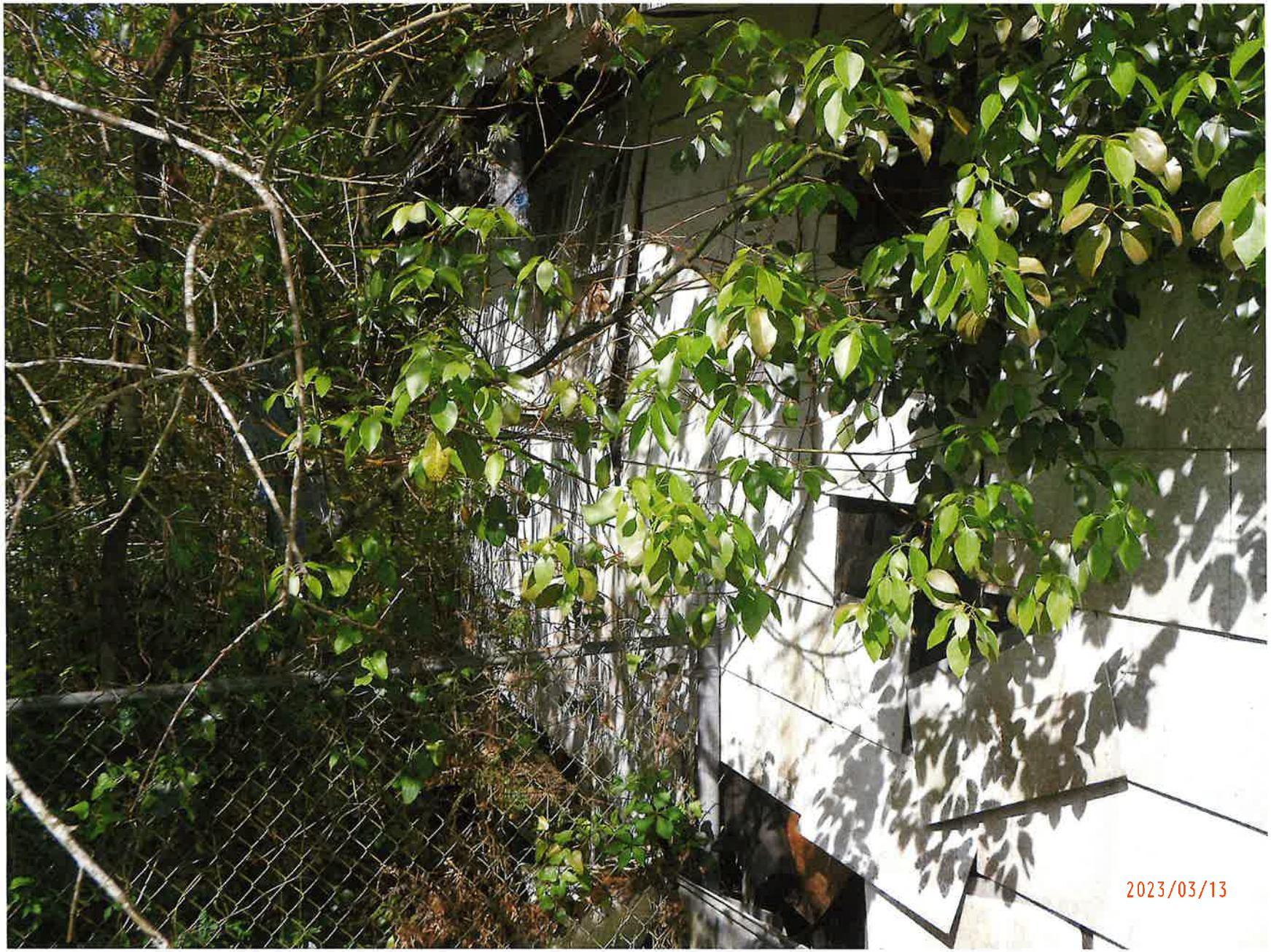

NUISANCE ABATEMENT **1254 ESLAVA LANE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1254 ESLAVA LANE** **AGENDA PHOTOS / DW**

2023/03/13

NUISANCE ABATEMENT **1254 ESLAVA LANE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1254 ESLAVA LANE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1254 ESLAVA LANE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1254 ESLAVA LANE** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: March 21, 2023

State of Alabama
County of Mobile

Subject Property – 1254 Eslava Lane

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 **4 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: **1254 Eslava Lane** Date: October 7, 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: Vincent Lernard Parker and Nonnie M Parker

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Nonnie Parker 3013 Westgate St Mobile AL 36606-2809	Owner Phone number 251-680-4877 Phone number 251-298-0135
2	Nonnie Parker 114 N Julia St Mobile AL 36604-2223	Secondary Address
3	Nonnie Parker 1254 Eslava LN Mobile AL 36605-2308	Subject Address
4	Vincent L Parker 1618 Gregory Mills Dr Smyrna TN 37167-3875	Owner Phone number 615-618-5054 Phone number 334-298-0135

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - C J Small

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
3/21/2023

Renewal Date of Contract:
3/21/2023

Funding Source

Project # 559 North Carolina Street - ME-123-22 **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 - 559 North Carolina Street	Cover Memo	3/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/16/2023 - 9:06 AM
City Clerk	Gauthier, Lana	Approved	3/16/2023 -

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 **559 North Carolina 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 **559 North Carolina Street** described as:

BEG AT SE COR WARREN & NORTH CAROLINA STS TH RUN E ALG S/L OF NORTH CAROLINA ST 69.2 FT TO PT TH S & PAR WITH WARREN ST 100 FT TO PT TH W & PAR WITH NORTH CAROLINA ST 69.2 FT TO PT TH N ALG E/L WARREN ST DIS OF 100 FT TO POB SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 003

Parcel Number: 29 10 37 0 003 009

Last Assessed to: BETTIE E MAGEE

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 14, 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 21, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **559 NORTH CAROLINA STREET** OWNED BY OR MAY HAVE AN INTEREST: **BETTIE E MAGEE,** 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 37 0 003 009
COUNCIL DISTRICT 3 –C J SMALL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

559 North Carolina Street

Property Details			
Parcel Key	00936740	Local Historic Registry	N
Status	**Scored**	National Historic Registry	Oakdale
Blight Zone	Y	Central Business District	N
Structure Type	R	Council District	3

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	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	08-02-22	Comments	HWG

Property Score			
Score	54	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 8/8/22

Voted 4-0-1 For Demolition
(Historic voted to secure)

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 01/23/2023

Property Address: 559 North Carolina Street **District No:** 3

- [x] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [x] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 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. 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.
- [ ] 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

Bettie Magee
559 North Carolina Street
Mobile, Alabama 36603-1201

January 23, 2023

RE: **559 North Carolina Street**
Project Number: ME-123-22

Dear Bettie E Magee:

On December 27, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 559 North Carolina Street.

I. **PROPERTY** The legal description of the Property is as follows:

BEG AT SE COR WARREN & NORTH CAROLINA STS TH RUN E ALG S/L OF NORTH CAROLINA ST 69.2 FT TO PT TH S & PAR WITH WARREN ST 100 FT TO PT TH W & PAR WITH NORTH CAROLINA ST 69.2 FT TO PT TH N ALG E/L WARREN ST DIS OF 100 FT TO POB SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 003

Parcel Number: 29 10 37 0 003 009

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 9, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 9, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 9, 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 9, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 21, 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 **559 NORTH CAROLINA STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **559 NORTH CAROLINA STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **559 NORTH CAROLINA STREET** **AGENDA PHOTOS / DW**

2025/05/13

NUISANCE ABATEMENT **559 NORTH CAROLINA STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **559 NORTH CAROLINA STREET** **AGENDA PHOTOS / DW**

2023/03/13

NUISANCE ABATEMENT **559 NORTH CAROLINA STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **559 NORTH CAROLINA STREET** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: March 21, 2023

State of Alabama
County of Mobile

Subject Property – 559 North Carolina 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: **559 North Carolina Street** Date: October 14, 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: Bettie E. Magee

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Bettie E Magee 559 North Carolina St Mobile AL 36603-1201	Owner Phone number 251-751-4100 Phone number 251-694-0250
2	Kennita Pope 655 S Carolina St Mobile AL 36603-1268	Paid taxes for 2019 & 2020 Tax Year Phone number 251-264-1701
3	Kennita Pope 3577 Dauphin Island Pkwy Apt 15 Mobile AL 36605-3833	Secondary address
4	Bettie E Magee or Kennita Pope 2219 Dauphin Island Pkwy Apt 106 Mobile AL 36605-3833	Third Address

TAX STATUS: 2021 Tax Lien

5 ~~4~~	Bianca Rowan 1516 Birchwood Ct Marrero LA 70072-6750	2021 Tax Lien holder Phone number 504-858-3705 Phone number 504-920-0235

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - Ben Renolds - District 4

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition.

Amount of Contract:
N/A

Effective Date of Contract:
3/21/2023

Renewal Date of Contract:
3/21/2023

Funding Source

Project # 7033 Smith Aly - ME-127-22 **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 - 7033 Smith Aly	Cover Memo	3/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/16/2023 - 9:07 AM
City Clerk	Gauthier, Lana	Approved	3/16/2023 -

11:33 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 **7033 Smith Aly** 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 **7033 Smith Aly** described as:

LOT 1 J C SULLIVAN SUB MBK 42 PG 99 #SEC 10 T6S R2W #MP38 02 10 1 000

Parcel Number: 38 02 10 1 000 013.001

Last Assessed to: STEVEN J COX & ROBIN K COX

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 14, 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 21, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **7033 SMITH ALY** OWNED BY OR MAY HAVE AN INTEREST: **STEVEN J COX & ROBIN K COX,** 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 1 000 013.001
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

7033 SMITH ALY

Property Details

PARCEL KEYX	**02126041**	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	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	~~Y~~
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	**2022-04-28**	COMMENTS	

Property Score

SCORE ~~43~~ 63

SCORE DISCRIPTION **Review Committee**

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-15-22

Noted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 01/23/2023

Property Address: 7033 Smith 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.
- [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. Repair or remove the dilapidated carport/structure at left of main house.
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- [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.
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- [ ] 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.
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- [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

Steven J & Robin K Cox
10695 Ski Chaste Lane
Axis, Alabama 36505-4206

January 23, 2023

RE: **7033 Smith Aly**
Project Number: ME-127-22

Dear Steven J & Robin K Cox:

On December 27, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 7033 Smith Aly.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 1 J C SULLIVAN SUB MBK 42 PG 99 #SEC 10 T6S R2W #MP38 02 10 1 000

Parcel Number: 38 02 10 1 000 013.001

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 9, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 9, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 9, 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 9, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 21, 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 **7133 SMITH ALY** **AGENDA PHOTOS / DW**

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NUISANCE ABATEMENT **7133 SMITH ALY** **AGENDA PHOTOS / DW**

2023/03/13

NUISANCE ABATEMENT **7133 SMITH ALY** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **7133 SMITH ALY** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **7133 SMITH ALY** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: March 21, 2023

State of Alabama
County of Mobile

Subject Property – 7033 Smith Aly

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: 7035 Smith Alley Date: November 14, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 7, 2022

Per the Title Report, the owners are: Steven J Cox and Robin K Cox

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Steven J Cox and Robin K Cox 3774 Heritage Dr N Mobile AL 36609-4519	Owners Phone number 251-391-5027 Phone number 251-391-6854
2	Steven J Cox and Robin K Cox 10695 Ski Chaste Ln Axis AL 36505-4206	Secondary Address
3	Owner 7035 Smith Alley Theodore AL 36582-2165	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

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:
3/21/2023

Renewal Date of Contract:
3/21/2023

Funding Source

Project # 7123 Smith Street - ME-129-22 **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 - 7123 Smith Street	Cover Memo	3/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/16/2023 - 9:08 AM
City Clerk	Gauthier, Lana	Approved	3/16/2023 -

11:34 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 **7123 Smith 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 **7123 Smith Street Drive** 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: 38 02 10 2 000 056

Last Assessed to: BELINDA COLEMAN (FKA BELINDA COLEMAN)

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 14, 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 21, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **7123 SMITH STREET** OWNED BY OR MAY HAVE AN INTEREST: **BELINDA COLEMAN (FKA BELINDA COLEMAN),** 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 2 000 056
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

7123-A+B ~~7127~~ SMITH ST (A)

Property Details

PARCEL KEYX	01249116	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	~~Y~~
SURVEY DATE	2022-04-28	COMMENTS	

Property Score

SCORE	~~38~~ 63	SCORE DISCRIPTION	Review Committee

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 8/15/22

Motion 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 01/23/2023

Property Address: 7123-A Smith 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.
- [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. 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.
- [ ] 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

Belinda Coleman Alston
7123 Smith Street
Theodore, Alabama 36582-2237

January 23, 2023

RE: **7123-A-B Smith Street**
Project Number: ME-129-22

Dear Belinda Coleman Alston:

On December 27, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 7123-A & B Smith Street.

I. **PROPERTY** The legal description of the Property is as follows:

COMG AT NW COR LOT 17 E A SMITH S/D MBK 2/14 TH RUN SWLY 160 FT(S) TH S 117.8 FT TO POB TH CONT S 150 FT (S) TH SELY 312 FT9S) TO W/ L MOBILE ST TH NWLY 332.96 FT TO POB #SEC 10 T6S R2W #MP38 02 10 2 000

Parcel Number: 38 02 10 2 000 056

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 9, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 9, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 9, 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 9, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 21, 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 1: 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.

Note 2: There are two mobiles home trailers on the same parcel. The trailer on the left is for the purposes of this Notice of Violation is identified as Trailer "A" and the partially disassembled trailer to the right is identified as Trailer "B". Each trailer must be either repaired or demolished and all debris and remnants remaining must be removed from 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 **7123 SMITH STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **7123 SMITH STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **7123 SMITH STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **7123 SMITH STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **7123 SMITH STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **7123 SMITH STREET** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: March 21, 2023

State of Alabama
County of Mobile

Subject Property – 7123 Smith 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 **4 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: **7123 A & B Smith Street** Date: September 23, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 7, 2022

Per the Title Report, the owner is: Belinda Alston (aka Belinda Coleman)

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Belinda Coleman Alston 7123 Smith St Theodore AL 36582-2237	Owner Phone number 251-447-9985 Phone number 251-554-7971 Also, subject address
2	Belinda Coleman Alston 6901 Cary Hamilton Rd Apt B10 Theodore AL 36582-2011	Secondary address (David Coleman's address)

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

4	State Lien for taxes: State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama vs Belinda Coleman recorded 4/26/2016 bk7372 pg135 Account # IIT-R002358230 Lien # 206317056

Open Mortgages

Clayton Homes 7101 Moffet Rd Mobile, AL 36618	Mortgage recorded 8/30/2004 bk5651 pg456 (There was another mortgage after this in 2006 that has been released but no release on this mortgage was located)

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - Gina Gregory - District 7

Purpose and Scope of Project:
Declaring Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
3/21/2023

Renewal Date of Contract:
3/21/2023

Funding Source

Project # 402 N Cody Road - ME-122-22 **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 - 402 N Coday Road	Cover Memo	3/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/16/2023 - 9:03 AM
City Clerk	Gauthier, Lana	Approved	3/16/2023 -

11:35 AM

RESOLUTION

Sponsored by: Councilmember Gina Gregory - District 7

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 **402 N Cody Road** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **402 N Cody Road** described as:

LOT 2 BLK 5 HILLSDALE HGTS MBK 10 P 183 #SEC 17 T4S R2W #MP28 04 17 2 002

Parcel Number: 28 04 17 2 002 065

Last Assessed to: HEIR OF RUBY M PATTERSON, C/O ANTHONY TRAYLOR

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 14, 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 21, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **402 N CODY ROAD** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF RUBY M PATTERSON, CO ANTHONY TRAYLOR,** 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: 28 04 17 2 002 065
COUNCIL DISTRICT 7 –GINA GREGORY
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

402 CODY RD N

Property Details

PARCEL KEYX	00491293	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	7
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
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	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-25	COMMENTS	High weeds grass

Property Score

SCORE	54	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8/8/22

Motion 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 01/23/2023

Property Address: 402 N Cody Road **District No:** 7

- [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. 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.
- [ ] 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

MOBILE
ALABAMA

Anthony L Taylor
568 Westwood Drive
Mobile, Alabama 36606-1571

January 23, 2023

RE: **402 N Cody Road**
Project Number: ME-122-22

Dear Anthony L Taylor:

On December 27, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 402 N Cody Road.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 2 BLK 5 HILLSDALE HGTS MBK 10 P 183 #SEC 17 T4S R2W #MP28 04 17 2 002

Parcel Number: 28 04 17 2 002 065

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 9, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 9, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 9, 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 9, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 21, 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

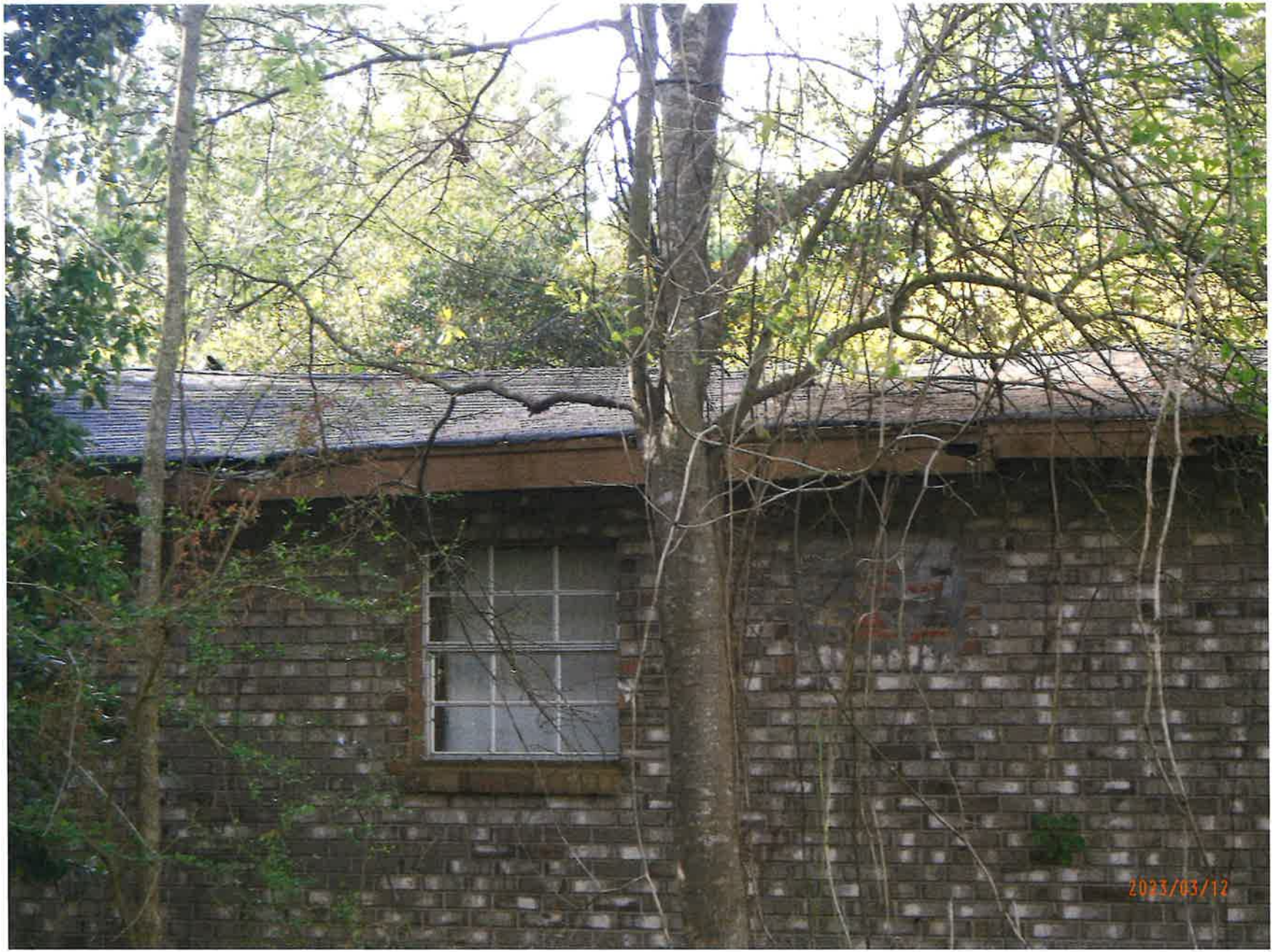
NUISANCE ABATEMENT **402 N CODY ROAD** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **402 N CODY ROAD** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **402 N CODY ROAD** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **402 N CODY ROAD** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **402 N CODY ROAD** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **402 N CODY ROAD** **AGENDA PHOTOS / DW**

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NUISANCE ABATEMENT **402 N CODY ROAD** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **402 N CODY ROAD** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: March 21, 2023

State of Alabama
County of Mobile

Subject Property – 402 N Cody Road

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 **7 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: **402 Cody Road** Date: October 13, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 21, 2022

Per the Title Report, the owner is: Anthony Traylor, John Traylor (DOD 07/21/2006), Shirley Traylor Cook. Also, Elisha Traylor, Jr (Life Estate) (DOD 4/27/2017), Husher Lee Traylor (Life Estate) (DOD 8/11/2010), & Elisha Traylor (Life Estate) (DOD 8/24/2004).

NOTE: 2017 Tax Certificate issued to Ruby M Patterson which is now deceased as of 6/7/2019. Listing her heir for interest in tax certificate. Could not locate Ruby M Patterson's son/heir Galvin Phillips. Could not locate Elisha Traylor, Jr heirs.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Anthony L Traylor 568 Westwood St Mobile AL 36606-1571	Owner Phone number 850-346-7879
2	Shirley A Cook 85 Gridiron Rd Levittown PA 19057-3809	Owner Phone number 215-280-5500
3	Tara Traylor 3661 Airport Blvd Apt 122 Mobile AL 36608-1625	Granddaughter of Husher Lee Traylor DOD 8/11/2010 Phone number 251-654-6558
4	Reginald Laroy Traylor 205 Rotherhithe Ln NW Marietta GA 30066-3493	Grandson of Husher Lee Traylor DOD 8/11/2010
5	Christle D Traylor 1157 Mohican TRL Stone Mountain GA 30083-5225	Granddaughter of Husher Lee Traylor DOD 8/11/2010 Phone number 678-651-5119
6	Owner 402 Cody Rd Mobile AL 36695-3411	Subject Property

TAX STATUS: 2017 Tax Certificate

7	Howard J Pompey 6404 Maybrick Rd N Mobile AL 36608-5528	Tax Certificate holder's heir

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of: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
packet	Cover Memo	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/16/2023 - 11:05 AM

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **7** described in the resolution adopted on the **14th** day of **February 2023**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **7**, as described in the resolution adopted on the **14th** day of **February, 2023**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1640** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-177

2023

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1640** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **21st day of March 2023**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: FEB. 14 2023

Lisa C. Lambert

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **February 9, 2023**

SUBJECT: WEED LIEN GROUP **1640**

Attached, please find Assessment Lists for Weed Lien Group Number **1640** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 2/14/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 3/21/2023

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 2/16/2023

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 2/23/2023

LEGAL NOTICE ADS: 3/1/2023-3/8/2023

POSTING DATE: /3/14/2023

Copy to: Marchetta Taite

	WEED LIEN	
	1640	Res. No.
2/14/2023	LOTS TO BE DECLARED	58-
3/21/2022	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

				Amount	Dis	N/A
No.	Address	SRO No.	CASE #	Assessed		CBO
1	218 Rylands Lane	18349	23502		2	
2	2061 Tucker St	9779	23503		1	
3	603 Golden Ave	27187	23504		1	
4	0 Golden Ave	27188	23505		1	
	Par No. (29 02 44 0 014 090.XXX)					
5	1569 Polk St	11657	23506		3	
6	704 South Carolina St	30549	23507		3	
7	1213 Rotterdam St	12846	23508		2	
8	559 Virginia St	12502	23509		3	
9	3057 Kendale Dr	27596	23510		5	
10	401 N Ann St	27937	23511		2	
11	285 Bishop Phillips Ave	22459	23512		7	
12	654 Halifax Dr	22592	23513		5	
13	5921 Theles Dr	22591	23514		6	
14	6201 Howells Ferry Rd	22169	23515		7	
15	5800 Helen St	30368	23516		7	
16	4804 Chaudron Dr	22223	23517		7	
17	564 Roslyn Dr W	12951	23518		7	
18	2400 Railroad St	23122	23520		2	
19	2250 Green St	23223	23520		2	
20	1014 Front St	23139	23521		2	
				$ -		

District total for this group		Numbers of lots cut	
1	3	1	
2	6	2	
3	3	3	
4	0	4	
5	2	5	
6	1	6	
7	5	7	
	20		0

*ADD Added in from other Groups

*CBC Cut By Contractor

*CBO Cut By Owner

*UDL Undeveloped Lot

*N/A Taken out by Inspector

Gary Parker 2/9/23

Marchetta Tate 2/9/23

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	4 Cases
Council District 2	William Carroll	4 Cases
Council District 3	C J Small	9 Cases
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	1 Case
Council District 6	Scott Jones	0 Cases
Counci District 7	Gina Gregory	2 Cases

Purpose and Scope of Project:

Assess Cost for Weed Lien 1637

Effective Date of Contract:

3/21/2023

Funding Source

Project # Weed Lien Group 1637 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Weed Lien 1637	Backup Material	3/16/2023
resolution	Cover Memo	3/16/2023

REVIEWERS:

Department	Reviewer	Action	Date

Municipal Enforcement	Gauthier, Lana	Approved	3/16/2023 - 11:10 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 16, 2023**

SUBJECT: **Weed Lien Group 1637 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1637.** Please place these on the City Council's Agenda for **Tuesday, March 21, 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	
	1637	Res. No.
11/29/2022	LOTS TO BE DECLARED	58-1038
1/3/2023	LOTS FOR PUBLIC HEARING	58-001
3/21/2023	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A
1	2356 Hathcox St	22497	22505	$ 50.00	1	CBO
2	2353 Hart Ave	22496	22506	$ 239.85	1	
3	1414 Persimmon St	29960	22507	$ 50.00	2	CBO
4	808 S. Washington Ave	21817	22508	$ 271.40	3	
5	1070 Cottrell St	29670	22509	$ 50.00	3	CBO
6	757 Farnell St	30316	22510	$ -	5	CBD
7	854 Marine St	29136	22511	$ 426.00	3	
8	7106 Tenth St	22117	22512	$ 50.00	7	CBO
9	1201 Baltimore St	29631	22513	$ 50.00	3	CBO
10	1055 Marine St	21326	22514	$ 50.00	3	CBO
11	1632 Prairie Ave	29982	22515	$ 219.29	3	
12	1004 Alba St	29720	22516	$ 50.00	3	CBO
13	612 Crawford Lane	10553	22517	$ 50.00	2	CBO
14	2308 Bullen St	22495	22524	$ -	1	N/A
15	1154 Ghent St	29972	22518	$ 648.00	2	
16	0 St Michael St	28362	22519	$ -	2	N/A
	Par No. (29 06 40 0 010 008.XXX)					
17	1212 Barker Dr E	30424	22520	$ 280.00	7	
18	258 Siena Vista St	13368	22521	$ 50.00	1	CBO
19	3116 Clubhouse Rd	29147	22522	$ 694.01	3	
20	2763 Riverside Dr	21857	22523	$ 1,877.58	3	
				$ 5,106.13		

District total for this group		Numbers of lots cut	
1	4	1	1
2	4	2	1
3	9	3	5
4	0	4	0
5	1	5	0
6	0	6	0
7	2	7	0
	20		7

*ADD Added in from other Groups

*CBC Cut By Contractor

*CBO Cut By Owner

*UDL Undeveloped Lot

*N/A Taken out by Inspector

Gary Lukson 3-14-2023

Marchetta Daite 3-14-2023

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
March 15, 2023

Lot Owner: **CRUMPTON JAMES L & FLORA M**
C/O FLORA M CRUMPTON

Address: **923 BRANDY LN**

City, State, Zip: **BIRMINGHAM, AL 35214**

Group Number: **1637** Item # **1**

Lot Description: **LOT 16 RESUB OF STANTON PLACE 1ST ADD MBK 8 P 55 #SEC 42 T4S R1W #MP29 07 42 0 003 (29 07 42 0 003 048.XXX) 2356 HATHCOX ST**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023

Date lot was cut: //2023 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,963	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 Dean
SECRETARY

Marchetta Tate
INSPECTOR

Amy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
March 15, 2023

Lot Owner: **DAVIS JOE JR & MICHELLE M**

Address: **1490 E THIRD AVE**

City, State, Zip: **BAY SHORE, NY 11706**

Group Number: **1637** Item # **2**

Lot Description: **LOT 7 & E 19 FT OF LOT 8 BL K 1 SUMMERVILLE PL MBK 3 P 632 #SEC 44 T4S R1W #MP29 02 44 0 029 (29 02 44 0 029 075.XXX) 2353 HART AVE**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023

Date lot was cut: 3/9/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		12,388	$	0.0125	$	**154.85**
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:			$	**239.85**

Shelia E Dean
SECRETARY

Marchetta Foote
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
March 15, 2023

Lot Owner: **BEARD RUBY Y**

Address: **4751 S CAMPANELLA DR**

City, State, Zip: **THEODORE, AL 36582-2429**

Group Number: **1637** Item # **3**

Lot Description: **LOT 12 & 13 BLK 6 STRAUSS 2ND ADD TO WOLFF HGTS MBK 2 PG 53 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 194.XXX) 1414 PERSIMMON ST**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023

Date lot was cut: //20232 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,949	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 E Dean
SECRETARY

Marchetta Jute
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
March 15, 2023

Lot Owner: **STIELL BARBARA & PHILIP**

Address: **31506 TARA BLVD W**

City, State, Zip: **SPANISH FORT, AL 36527-5100**

Group Number: **1637** Item # **4**

Lot Description: **LOTS 4 & 5 SQ 3 STEWART PL DBK 126 NS P 69 #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 115.XXX) 808 S WASHINGTON AVE**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023

Date lot was cut: 3/9/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		13,072	$	0.0125	$	163.40
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		3	$	3.00	$	9.00
Debris Removal	Cubic Yard	7	$	7.00	$	49.00
		Total Project Cost:			$	271.40

Shelia E. Dean
SECRETARY

Marshetta Jante
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 15, 2023

Lot Owner:	**BARNES REGINALD E JR**		
Address:	**1070 COTTRELL ST**		
City, State, Zip:	**MOBILE, AL 36603**		
Group Number:	**1637**	Item #	**5**

Lot Description: **LOT 35 BLK 1 ARLINGTON SUB DBK 156 P 196 #SEC 36 T4S R1W #MP29 11 34 1 001 (29 11 34 1 001 057.XXX) 1070 COTTRELL ST**

Nuisance Date:	11/29/2022	Posting Date:	12/27/2022	Hearing Date:	1/3/2023
Date lot was cut:	//2023	Contractor:			

ITEM	UNIT		PRICE/UNIT		COST
Base Rate>10,000	6,000	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 Rosean
SECRETARY

Marchetta Tate
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
March 15, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONGTOMERY, AL 36132-7210**
Group Number: **1637** Item # **7**

Lot Description: **LOT 3 BLK 4 WILSONS 2ND ADD DBK 80 PG 190 #SEC 37 T4S R1W #MP29 10 37 0 004 (29 10 37 0 004 028.XXX) 854 MARINE ST**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 3/9/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,700	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		2	$	3.00	$	**6.00**
Debris Removal	Cubic Yard	35	$	7.00	$	**245.00**
		Total Project Cost:			$	**426.00**

Shelia E. Dean
SECRETARY
Marchetta Tate
INSPECTOR
Gary Parkman
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
March 15, 2023

Lot Owner: **MAHONE HENRY P**

Address: **2245 WINTERGREEN DR**

City, State, Zip: **SEMMES, AL 36575-3309**

Group Number: **1637** Item # **8**

Lot Description: **LOTS 23 & 24 BLK 22 MOBILE TERRACE SUB DBK 156 P 540 #SEC 18 T4S R2W #MP28 04 18 1 003 (28 04 18 1 003 039.XXX) 7106 TENTH ST**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023

Date lot was cut: //2023 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,820	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 E. Dean
SECRETARY

Marchetta Ogate
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
March 15, 2023

Lot Owner: **DANIELS JOE NATHAN**
C/O OSHANASEA VIDTOR
Address: **P. O. BOX 50621**
City, State, Zip: **MOBILE, AL 36605-0621**
Group Number: **1637** Item # **9**

Lot Description: **LOT 16 BLK 17 BASCOMBE TRT DBK 128/1 #SEC 37 T4S R1W #MP29 10 37 0 006 (29 10 37 0 006 045.XXX) 1201 BALTIMORE ST**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: //2023 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,931	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 E Dean
SECRETARY
Marchetta Jute
INSPECTOR
Amy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 15, 2023

Lot Owner: **GEORGE EMMA**

C/O FULTON RICHARD COLE

Address: **4628 BRELAND RD**

City, State, Zip: **VAN CLEAVE, MS 39565-8553**

Group Number: **1637** Item # **10**

Lot Description: **BEG AT A PT ON THE E/S OF MARINE ST 104 FT S OF THE SE COR OF MARINE & BALTIMORE STS & RUN TH SLY ALG THE E/L OF MARINE ST 41 FT FOR A FRONT & EXT BACK ELY BET LINES PAR WITH BALTIMORE ST 150 FT FOR A DEPTH BEG THE N 1/2 OF LOT 3 ACC TO A SURVEY OF THE ODONNELL H/S IN DBK 137 N S P 269 #SEC 37 T4S R1W #MP29 10 37 0 007 (29 10 37 0 007 174.XXX) 1055 MARINE ST**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023

Date lot was cut: //2023 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,837	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 E. Dean
SECRETARY

Marchetta Tate
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
March 15, 2023

Lot Owner: **JOHNSON APRIL**

Address: **402 N ANN ST**

City, State, Zip: **MOBILE, AL 36603-5217**

Group Number: **1637** Item # **11**

Lot Description: **N 69.1 FT LOT 15 PRICE WILLIAMS ESTS MBK 4 P 678 #SEC 33 T4S R1W #MP29 11 33 2 002 (29 11 33 2 002 010.XXX) 1632 PRAIRIE AVE**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023

Date lot was cut: 3/9/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		12,983	$	0.0125	$	**162.29**
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:			$	**219.29**

Sheli a E Bacon
SECRETARY

Marchetta Tate
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
March 15, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONGTOMERY, AL 36132-7210**

Group Number: **1637** Item # **12**

Lot Description: **THE S 1/2 OF LOT 26 COWAN SUB DBK 77 N S PG 357 DESC AS BEG AT SE COR OF LOT 26 RUN THEN WLY ALG N/L OF (FRANKLIN ST) ALBA ST 47 FT TO PT RUN THEN NLY ALG W/L OF SAID LOT 55 TO PT THEN RUN ELY & PAR WITH SAID (FRANKLIN ST) ALBA ST 47 FT TO E/L OF LOT & RUN THEN SLY ALG E/L 55 FT TO PT OF BEG #SEC 34 T4S R1W #MP29 11 34 1 001 (29 11 34 1 001 045.XXX) 1004 ALBA ST**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023

Date lot was cut: //2023 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	2,585	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. Dean
SECRETARY

Marguerite Jente
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 15, 2023

Lot Owner: **HERBST RALPH BRIAN JR**

Address: **38781 DELPHINIUM CT**

City, State, Zip: **NEWARK, CA 94560**

Group Number: **1637** Item # **13**

Lot Description: **LOT 9, THE W 1/2 OF LOT 11 & THE E 5 FT(S) OF LOT 7 IN BLK A OF CARVER HOMES AS PER PLAT OF SD CARVER HOMES MBK 4/74-76 #SEC 44 T4S R1W #MP29 02 44 0 022 (29 02 44 0 022 285.XXX) 612 CRAWFORD LN**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023

Date lot was cut: //2023 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,052	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 Brown
SECRETARY

Marchetta Tate
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
March 15, 2023

Lot Owner:	**NICHOLS NELLIE**		
Address:	**1154 GHENT ST**		
City, State, Zip:	**MOBILE, AL 36605**		
Group Number:	**1637**	Item #	**15**

Lot Description: **LOT 22 BLK 14 SHANNONS 3RD ADD MBK 3 P 42 #SEC 28 T4S R1W #MP29 10 28 4 003 (29 10 28 4 003 013.XXX) 1154 GHENT ST**

Ni Nuisance Date:	11/29/2022	Posting Date:	12/27/2022	Hearing Date:	1/3/2023
Di Date lot was cut:	3/9/2023	Contractor:	Mr. Isaac Sampson		

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,600	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		6	$	3.00	$	**18.00**
Debris Removal	Cubic Yard	65	$	7.00	$	**455.00**
		Total Project Cost:			$	**648.00**

Sheliaé Dean
SECRETARY

Marchetta Jacobs
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
March 15, 2023

Lot Owner: **JOINER LAKESHIA**
% HEARTWOOD 88 LLC
Address: **P. O. BOX 5707**
City, State, Zip: **FT LAUDERDALE, FL 33310**
Group Number: **1637** Item # **17**

Lot Description: **LOT 30 WEST PARK MANOR MBK 10 P 263 (BARKER RD) #SEC 08 T4S R2W #MP28 03 08 1 003 (28 03 08 1 003 031.XXX) 1212 BARKER DR**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 3/9/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,350	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	15	$	7.00	$	**105.00**
		Total Project Cost:			$	**280.00**

Shelia E Dean
SECRETARY
Marietta Forte
INSPECTOR
Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
March 15, 2023

Lot Owner: **JONES JEROME M**
C/O REO TRUST 2017 RPL1
Address: **15480 LAGUNA CANYON RD STE 100**
City, State, Zip: **IRVINE, CA 92618-2132**
Group Number: **1637** Item # **18**

Lot Description: **LOT 8 SIENA VISTA MBK 4 P 513-515 #SEC 23 T4S R1W #MP29 07 23 0 003 (29 07 23 0 003 058.XXX) 258 SIENA VISTA**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: //2023 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,680	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
Margretta Jante
INSPECTOR
Gary Lockhart
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 15, 2023

Lot Owner: **GREATHOUSE LINDA C**

Address: **8351 GRAND OAKS DR**

City, State, Zip: **THEODORE, AL 36582**

Group Number: **1637** Item # **19**

Lot Description: **THAT PT LOT 3 BLK B RIVER SIDE SUB MBK 3/296 WHICH IS BDED BY LINE DESC AS BEG AT SE COR OF SD LOT 3 TH RUN NELY DIR ALG CLUB HOUSE RD 83 FT TO PT TH W & PAR WITH S/L SD LOT 3 TO W/L SD LOT TH SWLY ALG W/L OF SD LOT TO SW COR OF SAME TH E ALG S/L OF SD LOT 3 TO SE COR OF SAME WHICH IS POB & THE STRIP OF LAND 2 FT IN WIDTH & 679 FT IN LENGTH LYING ALG S/S OF N/L OF LOT 4 BLK IB RIVERSIDE SUB MBK 3/296 MORE PARTIC DESC AS FOLL: BEG AT NW COR LOT 4 TH E ALG N/L OF LOT 4 DIS OF 679.3 FT TO W/L PRESENT R/W OF CLUBHOUSE RD TH S 49 DEG 39 MIN W ALG RWL DIS OF 2.62 FT TH W & PAR TO N/L LOT 4 DIS OF 677.95 FT TO W W/L LOT 4 TH NLY ALG W/L OF LOT 4 TH NLY ALG W/L LOT 4 DIS OF 2.05 FT TO NW COR LOT 4 & POB #SEC 40 T5S R1W #MP32 07 40 0 001 (32 07 40 0 001 040.XXX) 3116 CLUB HOUSE RD**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023

Date lot was cut: 3/9/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		23,521	$	0.0125	$	**294.01**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	50	$	7.00	$	**350.00**
		Total Project Cost:			$	**694.01**

Shelia Ellison
SECRETARY

Marguerita Foote
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 15, 2023

Lot Owner: **STAR LLC**
C/O LAZO-GARCIA PEDRO ELMER
& MAYRA NINIETH ROSALES-MENDEZ

Address: **8351 WINDING RIVER DR**

City, State, Zip: **FOLEY, AL 36535-45725**

Group Number: **1637** Item # **20**

Lot Description: **LOT 39 DOGWOOD PARK MBK 3 P 553-554 #SEC 40 T5S R1W #MP32 07 40 0 004 (32 07 40 0 004 075.XXX) 2763 RIVERSIDE DR**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023

Date lot was cut: 3/9/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		46,766	$	0.0125	$	**584.58**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		6	$	3.00	$	**18.00**
Debris Removal	Cubic Yard	175	$	7.00	$	**1,225.00**
		Total Project Cost:			$	**1,877.58**

Shelia Edbean
SECRETARY

Marchetta Jackson
INSPECTOR

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 1637** 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:3/21/2023

Submitted by:
Chief Paul Prine, MPD

Sponsored by:
Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/16/2023 - 10:27 AM

60- 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 each to the following employee:

FEBRUARY 2023: Officer William Elliott

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:

Jeremy P. Lami, Fire Chief

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:

500.00

Funding Source

Project #	**Discretionary Funds**
Project String 1100-1100-49320	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FFOM Documentation	Backup Material	3/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Fire Rescue	Gauthier, Lana	Approved	3/16/2023 - 10:36 AM

60- 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, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

Firefighter Brandon W. Ripple (Emp #18190)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER CORY PENN

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH TEACHER APPRECIATION WEEK, MAY 1ST - 5TH, 2023

Amount of Contract:
$1,000.00

Funding Source

Project # DSC-01 / 10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/16/2023 - 12:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

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 # DSC-02 / 10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - DOWNTOWN MOBILE DISTRICT MANAGEMENT CORP.	Cover Memo	3/15/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/15/2023 - 3:41 PM

60- 2023

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 Downtown Mobile District Management Corp., from his discretionary funds*; and

WHEREAS, *Downtown Mobile District Management Corp,* 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 *Downtown Mobile District Management Corp., 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 Downtown Mobile District Management Corp., 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:3/21/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH THE 3RD ANNUAL LIP SYNC BATTLE ON THURSDAY, APRIL 27, 2023

Amount of Contract:
$1,000.00

Funding Source

Project # DSC-02 / 10041020-42200	**Discretionary Funds** DSC-02
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/16/2023 - 10:48 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST THE EXPENSE NEEDED TO RENOVATE 1805 GOVERMENT STREET

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-02 / 10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - HOLIDAY TRANSITIONAL CENTER	Cover Memo	3/15/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/15/2023 - 3:33 PM

60- 2023

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

Sponsored by: *Councilmember* William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate* ***$1,000.00*** *to Holiday Transitional Center, from his discretionary funds*; and

WHEREAS, *Holiday Transitional Center,* 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 *Holiday Transitional Center, will be used to assist with the expense needed to renovate 1805 Government Street,* 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 Holiday Transitional Center, 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:3/21/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER SCOTT JONES

Purpose and Scope of Project:
FUNDS WILL BE USED FOR THEIR 30TH ANNUAL FESTIVAL OF FLOWERS TO BE HELD MARCH 23-26, 2023

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 - PROVIDENCE FOUNDATION	Cover Memo	3/15/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/15/2023 - 3:17 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 Providence Foundation for its Festival of Flowers, from his discretionary funds*; and

WHEREAS, *Providence 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 *Providence Foundation will be used for their 30th Annual Festival of Flowers to be held March 23-26, 2023,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,500.00** to Providence 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:3/21/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BEN REYNOLDS

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE INSTALLATION OF SECURITY CAMERAS

Amount of Contract:

$4,300.00

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 - MARCHFIELD PROPERTY OWNERS ASSOCIATION	Cover Memo	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/16/2023 - 11:39 AM

60- 2023

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

Sponsored by: *Councilmember Ben Reynolds*

WHEREAS, *Councilmember Small wishes to appropriate **$4,300.00** to Marchfield Property Owners, Inc., from his discretionary funds*; and

WHEREAS, *Marchfield Property Owners, 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 *Marchfield Property Owners, Inc., will be used to assist with the installation of security cameras,* 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 **$4,300.00** to Marchfield Property Owners, 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:3/21/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER SCOTT JONES

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE COST OF TWO NEW POWER POLES AND TWO ADDITIONAL CAMERAS

Amount of Contract:

$5,000.00

Funding Source

Project # DSC-06 / 10041020-42080 **Discretionary Funds** DSC-06

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - SUGAR CREEK HOMEOWNERS ASSOCIATION, INC.	Cover Memo	3/15/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/15/2023 - 3:51 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* ***$5,000.00*** *to Sugar Creek Homeowners Association, Inc., from his discretionary funds*; and

WHEREAS, *Sugar Creek Homeowners Association, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Sugar Creek Homeowners Association, Inc., will be used to assist with the cost of two new power poles and two additional cameras,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$5,000.00*** *to Sugar Creek Homeowners Association, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE MOBILE POLICE DEPARTMENT ANNUAL BANQUET & AWARD PRESENTATION

Amount of Contract:

$4,000.00

Funding Source

Project # DSC-07 - 10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MOBILE LAW ENFORCEMENT FOUNDATION, INC	Cover Memo	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/16/2023 - 12:33 PM

60- 2023

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

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **$4,000.00** to Mobile Law Enforcement Foundation, Inc., from her discretionary funds*; and

WHEREAS, *Mobile Law Enforcement Foundation, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Law Enforcement Foundation, Inc.*, 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 **$4,000.00** to Mobile Law Enforcement Foundation, 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:3/21/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE 2023 SAINTS RUN (A 5K AND 1-MILE RUN) TO BE HELD ON THE DOGWOOD LANE CAMPUS ON MARCH 19, 2023

Amount of Contract:

$500.00

Funding Source

Project # DSC-07 - 10041020-42140 **Discretionary Funds** DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SCHOOL RESOLUTION - ST. PAUL EPISCOPAL SCHOOL	Cover Memo	3/15/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/15/2023 - 3:11 PM

60- 2023

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

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **$500.00** to St. Paul's Episcopal School, from her discretionary funds*; and

WHEREAS, *St. Paul's Episcopal School,* is catholic school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 *St. Paul's Episcopal School will be used to assist with the 2023 Saints Run (a 5k and 1-mile run) to be held on the Dogwood Lane campus on March 19, 2023,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$500.00** to St. Paul's Episcopal School 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:3/21/2023

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:3/21/2023

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

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

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

AIA® Document B101® – 2017

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.

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User Notes:
(1395872559)

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2 ARCHITECT'S RESPONSIBILITIES

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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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User Notes:
(1395872559)

(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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User Notes:
(1395872559)

§ **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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User Notes:
(1395872559)

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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§ **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.

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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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User Notes: (1395872559)

§ 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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User Notes:
(1395872559)

provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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User Notes:

This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract:
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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(1395872559)
User Notes:

JAM

Exhibit A
Toulminville Fire Station
FD-003-23

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)

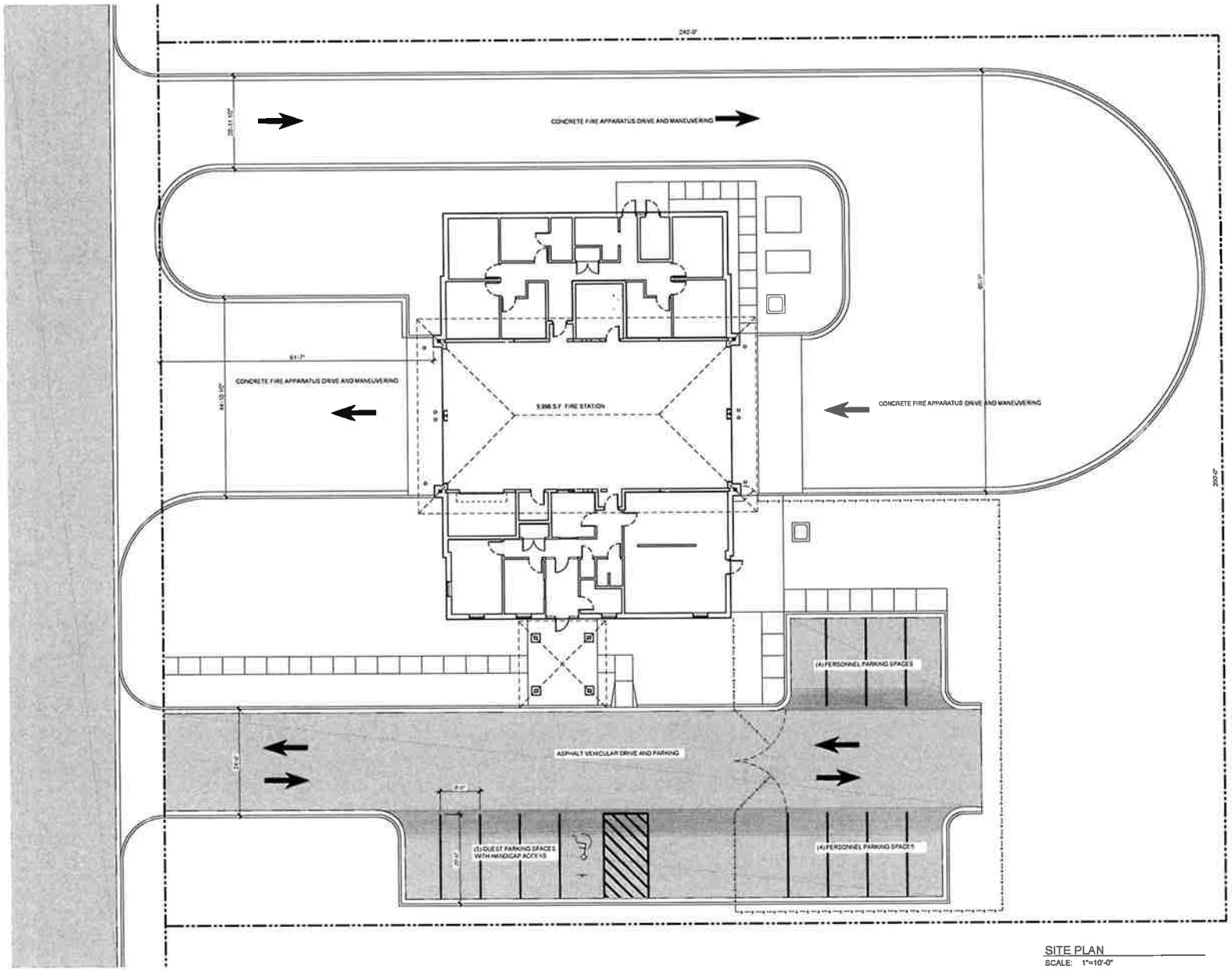
We are prepared to commit resources immediately upon your notice to proceed.

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

2970 Cottage Hill Road • Suite 200 • Mobile • Alabama • 36606, 251-378-6175 voice • 251-344-5140 fax



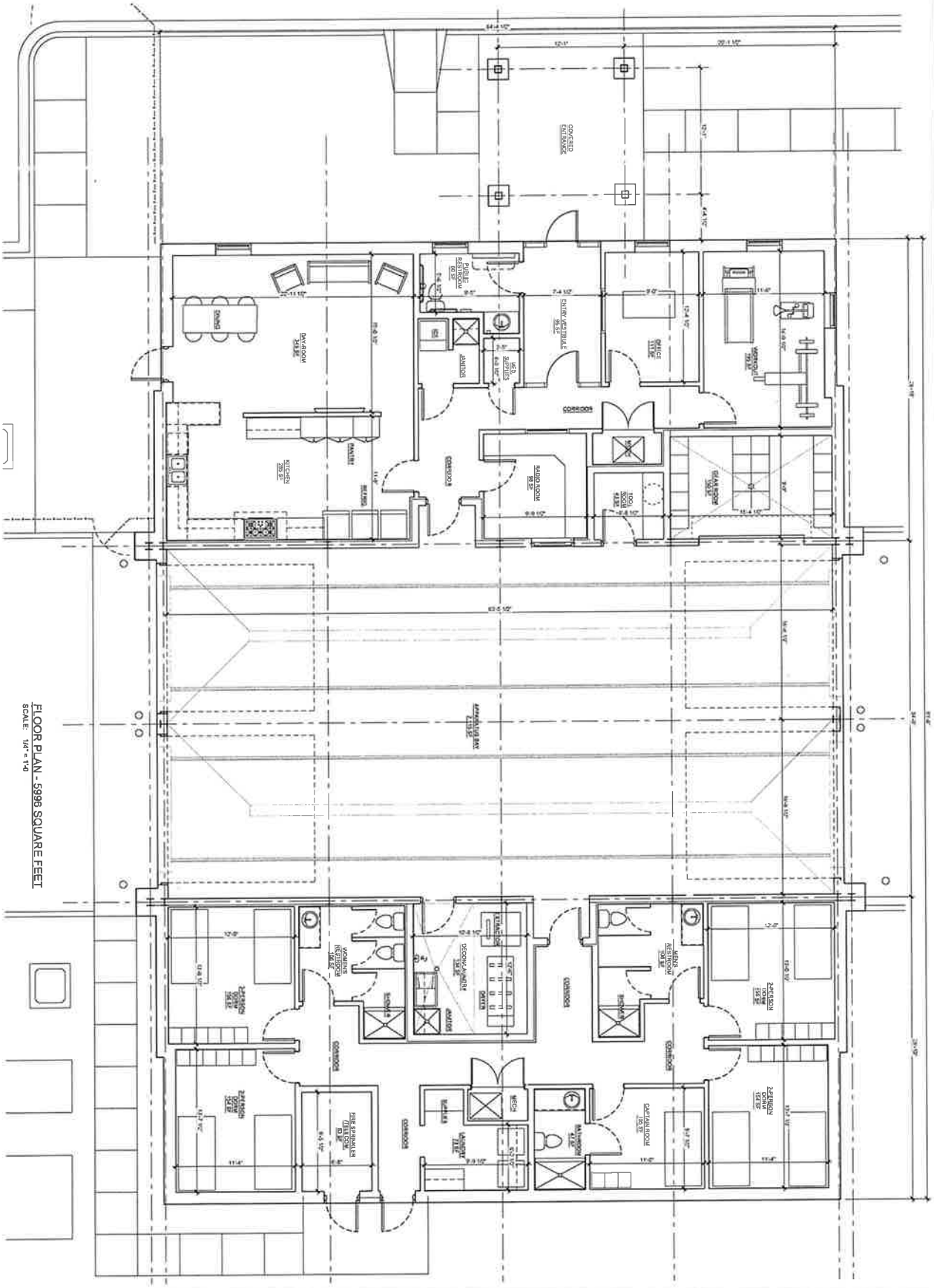
SITE PLAN
SCALE: 1"=10'-0"

watermark
DESIGN GROUP LLC
architecture • interior design
2700 Dauphin Street, Suite 200 Mobile, Alabama
251.344.3515 main 251.344.3140 facsimile

CITY OF MOBILE
2-BAY FIRE STATION
ANY STREET, MOBILE, AL 366XX

PROJECT NO: 18-1101-0181
REVISIONS
ISSUE DATE

SHEET TITLE
SITE PLAN
SHEET NUMBER
C100.0



FLOOR PLAN - 5996 SQUARE FEET
SCALE: 1/4" = 1'-0

SHEET TITLE	FLOOR PLAN - OVERALL
SHEET NUMBER	A100.0

ISSUE DATE

REVISIONS

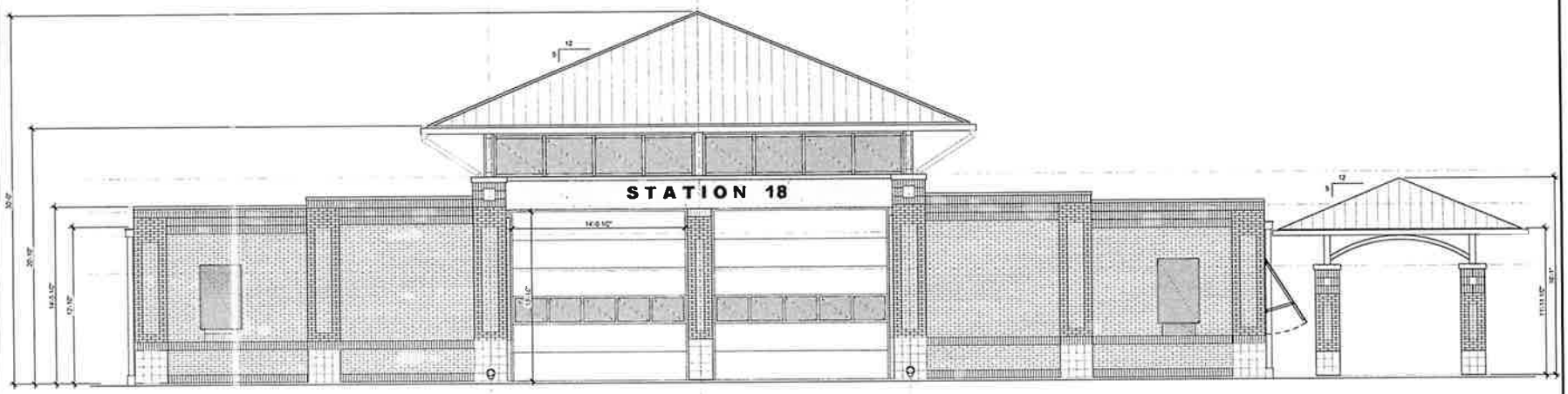
PROJECT NO. 18-118-141-01

CITY OF MOBILE

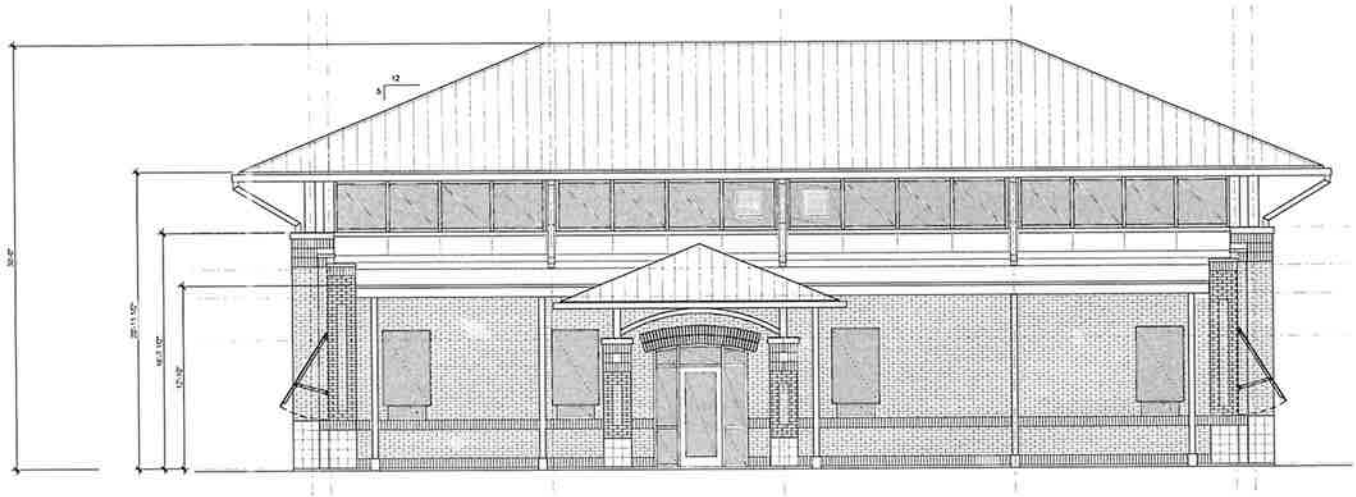
2-BAY FIRE STATION

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



STREET SIDE ELEVATION
SCALE 1/4"=1'-0"



ENTRANCE SIDE ELEVATION
SCALE 1/4"=1'-0"

watermark
DESIGN GROUP LLC
architecture + interior design
2070 Dauphin Street, Mobile, Alabama
251.344.5315 mobile 251.344.5140 facsimile

CITY OF MOBILE

2-BAY FIRE STATION

ANY STREET, MOBILE, AL 366XX

PROJECT NO 18-1103-0161

REVISIONS

ISSUE DATE

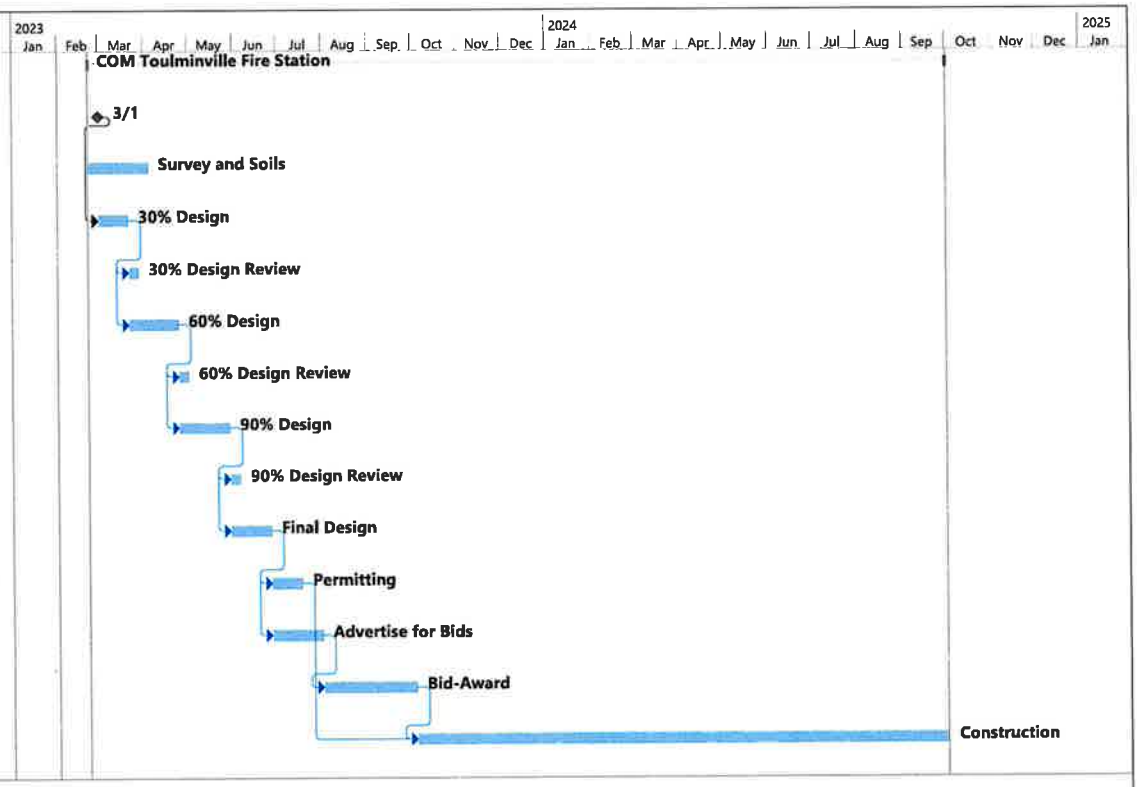
SHEET TITLE
EXTERIOR ELEVATIONS

SHEET NUMBER
A200.1

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



Project: Toulminville Fire Statio
Date: Wed 2/22/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

watermark
DESIGN

Schedule of Fees & Services

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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

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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 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 # 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
MARCH	JUNE	SEPT	DEC

FINAL _____

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

ACORD

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
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Thompson Engineering
Watermark Design Group, LLC
2970 Cottage Hill Road, Ste. 190
Mobile, AL 36606

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	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							EBL AGGREGATE	$ 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)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	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	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

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 CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	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)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP8S42687023NF	1/1/2023	2/1/2024	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
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:3/21/2023

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:3/21/2023

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.

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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: Dustin Scott Date: _____

Its Racket Stringer (Title)

Exhibit: RACQUET STRINGING LABOR

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

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       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |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            28.00       27.40000        767.20
    Standard Edition   software                 EACH
    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

   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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference 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. INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS	26247.20	939545.04

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 3

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	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

October 1, 2022

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.

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:3/21/2023

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       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |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	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	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.			40824.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEEDEE STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
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                        |Acct No:
                                     |1000.10.23.5000.5000.5000.0000.0000.42150.
  MOBILE, AL                         |Review:
  36601                              |Buyer:  9105fola
  vendorinvoices@cityofmobile.org    |Status: Approved                  Page 3
================================================================================
  Vendor                                  Ship To
  CDW GOVERNMENT LLC                      MIT
  230 N MILWAUKEE AVE                     651 CHURCH STREET

                                          MOBILE, AL 36602
  VERNON HILLS, IL 60061                  ASHLEY.TODD@CITYOFMOBILE.ORG

  Tel#877-501-2756                        Delivery Reference
      Fax 312-705-0431                    DEEDEE STATES

                                          Deliver To
                                          MIT
                                          651 CHURCH STREET

                                          MOBILE, AL 36602


--------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |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         850.00      243.84000     207264.00
    G3    subscription license   1              EACH
    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

   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	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference 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                          |Acct No:
                                       |1000.10.23.5000.5000.5000.0000.0000.42150.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  9105fola
  vendorinvoices@cityofmobile.org      |Status: Approved                   Page 6
==============================================================================
  Vendor                                   Ship To
  CDW GOVERNMENT LLC                       MIT
  230 N MILWAUKEE AVE                      651 CHURCH STREET

                                           MOBILE, AL 36602
  VERNON HILLS, IL 60061                   ASHLEY.TODD@CITYOFMOBILE.ORG

  Tel#877-501-2756                         Delivery Reference
      Fax 312-705-0431                     DEEDEE STATES

                                           Deliver To
                                           MIT
                                           651 CHURCH STREET

                                           MOBILE, AL 36602


------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |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.
                                                    383226.91         939545.04
        INFORMATION TECHNOLOGY EXP      MAINTENANCE & REPAIRS

     ***** 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

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

October 1, 2022

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.

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:3/21/2023

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

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

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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 3

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
	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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 4

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
	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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910518227 Status: Released

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
	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

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	2.00 EACH	4025.25000	8050.50

1 5500.30.15.0000.0000.1510.0000.0000.47010.

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

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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 9

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
	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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910518227 Status: Released

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
	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.					
Qty 1-5	**BLACKLINE HAZ MAT MONITORS** 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			

Page 1 of 5

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 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

Page_____ of_____

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

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BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 5					
	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			

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By _____

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

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 5					
	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.

MOBILE
ALABAMA

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE <u>any and all</u> 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 <u>before</u> 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:3/21/2023

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

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================================================================================
  Bill To                              |          Requisition 00006862-00  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
  STIVERS FORD LINCOLN INC                 MOTOR POOL
  4000 EASTERN BLVD                        745 BROAD STREET

                                           MOBILE, AL 36604
  MONTGOMERY, AL 36116                     CARTERD@CITYOFMOBILE.ORG

  Tel#334-613-5000                         Delivery Reference
      Fax 334-613-5018                     DIANE CARTER-MCCARTY

                                           Deliver To
                                           MOTOR POOL
                                           745 BROAD STREET

                                           MOBILE, AL 36604


--------------------------------------------------------------------------------
  Date        |Vendor |Date     |Ship      |         |
  Ordered     |Number |Required |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      344.00000       2408.00
                                                EACH
    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	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	CARTERD@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	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:3/21/2023

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:3/21/2023

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

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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

Mobile County Map, Alabama

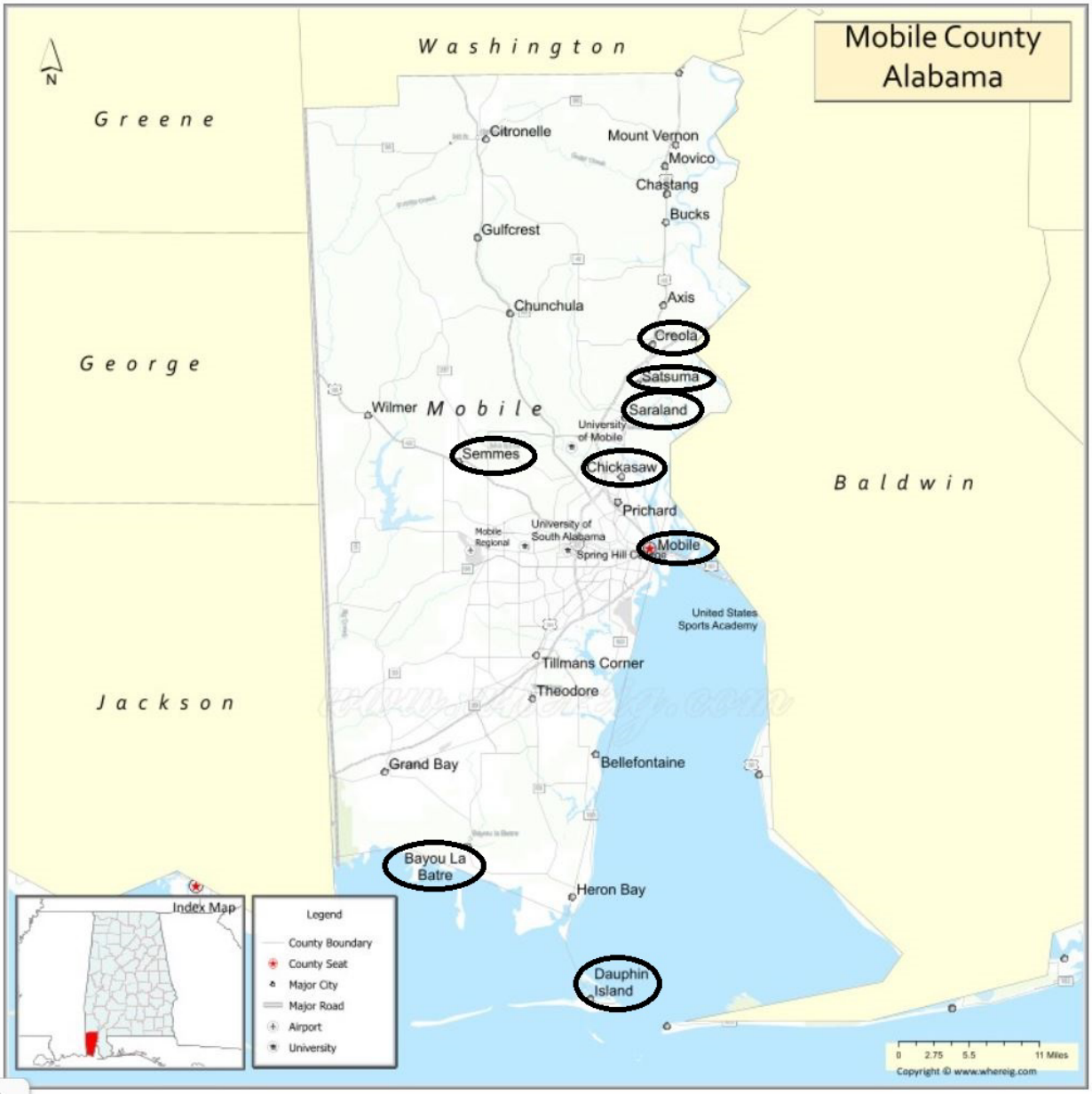

EXHIBIT B: CONSULTANT'S FEE SCHEDULE

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
MARCH X	JUNE	SEPT	DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$ 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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	98-CB-T581-1	04/01/2022	04/01/2023	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 10,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	18-2212	03/01/2023	09/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$ 1,000,000
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			98-CM-U625-1	03/02/2023	03/02/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	98-CM-U626-3	03/02/2023	03/02/2024	[X] PER STATUTE [ ] OTH-ER	$
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

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

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PRODUCER

StateFarm

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:**

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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	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
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							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

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

RES077736

Wes Allen **Secretary of State**

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

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E-verify…….....VII

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Project Location...…….Exhibit A

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Certifications, Affidavits & Insurance……. Exhibit D

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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

Mobile County Map, Alabama

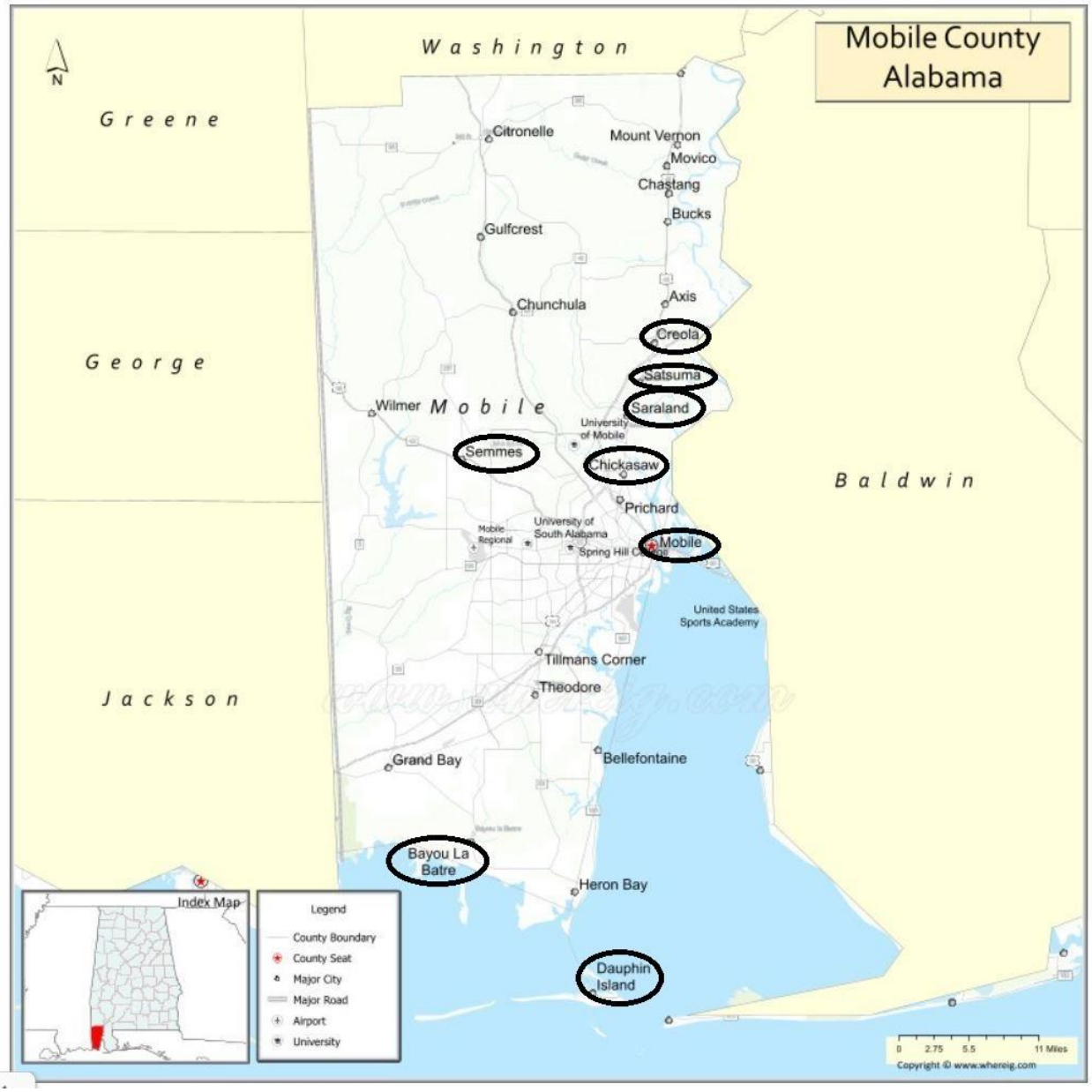

EXHIBIT B: CONSULTANT'S FEE SCHEDULE

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
MARCH X	JUNE	SEPT	DEC

FINAL _____

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

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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	98-CB-T581-1	04/01/2023	04/01/2024	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 10,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	18-2212	03/01/2023	09/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$ 1,000,000
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			98-CM-U625-1	03/02/2023	03/02/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	98-CM-U626-3	03/02/2023	03/02/2024	[X] PER STATUTE [ ] OTH-ER	$
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

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, 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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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
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
The Madina Group Consulting LLC
5747 Brighton Place
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	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)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							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

900

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.

Revenue Department – 205 Government St, Room 201 South Tower – Mobile, Al 36644 – (251) 208-7462 052LI011

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:3/21/2023

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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User Notes:

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,

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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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User Notes:

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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User Notes:
(795764336)

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 ~~F~~ March, 20 23.
AB

Amber Boatwright
NOTARY PUBLIC
My Commission Expires: 1-9-2027

AMBER LYNN BOATWRIGHT
NOTARY PUBLIC
STATE OF ALABAMA

Init.
/

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User Notes:

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.
(Corporate Seal)
Signature:
Name and Title: Stephen Rolin President

SURETY
Company: Hartford Accident and Indemnity Company
(Corporate Seal)
Signature: Mark W. Edwards II
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

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 Dozois

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: 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 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
Company:

(Corporate Seal)

Signature:
Name and Title:
Address

SURETY
Company:

(Corporate Seal)

Signature:
Name and Title:
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, 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	251.368-0072
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, bldg oversight, gen. conditions	21,634	35.8%	yes	
Rolin construction	251 3680072	BACKFLOW, site utilities	2,500	3.2%	yes	
Creek Clean	251 7762024	Pressure wash labor equip.	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 Registered Agent Changed From	10/29/2007 VILLALOBOS, STEPHANIE 898 GREEN ROAD ATMORE, AL 36502
Transaction Date Miscellaneous Filing Entry	11/25/2009 AMENDMENT FILED
Transaction Date Miscellaneous Filing Entry	04/26/2010 AMENDMENT FILED
Transaction Date Director/Manager/Organizer Activity	02/13/2012 NOT PROVIDED
Transaction Date Principal Office Changed From	02/13/2012 ATMORE, AL
Transaction Date Legal Name Changed From	10/17/2013 S. Rolin, Inc.
Transaction Date Principal Mailing Address Changed From	10/17/2013 NOT PROVIDED NOT PROVIDED, AL
Transaction Date Principal Office Changed From	10/17/2013 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
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Allison G Brownlee
PHONE (A/C, No, Ext): (334) 386-3602 FAX (A/C, No):
E-MAIL ADDRESS: abrownlee@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
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 :	

INSURED
Rolin Construction, Inc.
5060 Jack Springs Road
Atmore, AL 36502

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

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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 2024		251-776-2024	alfredo@creekclean.com
Justin Sullivan	Just-N-Time Pressure Wash	251-554-7211		251-554-7211	justintime pressure wash@gmail.com
Rodney Strickler	DeepSouth Exterior / Bay South LLC	251-654-6299			Rodneywstrickler@gmail.com
Tem N. Watkins	TLA Investment	850-723-0237		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	251-593-8296			rljonespressurewashing@yahoo.com (rl)
Chad Niblett	Bienville Pressure Washing	251-656-9491			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 Jernigan	" "	334-432-3011			Rjj.figures@gmail.com
A. Frontero	Coast Pro Wash	228-327-3140			anthony@coastprowash.com

restorationhallinc@
TPAUL@360PROPMAINTENANCE.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

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

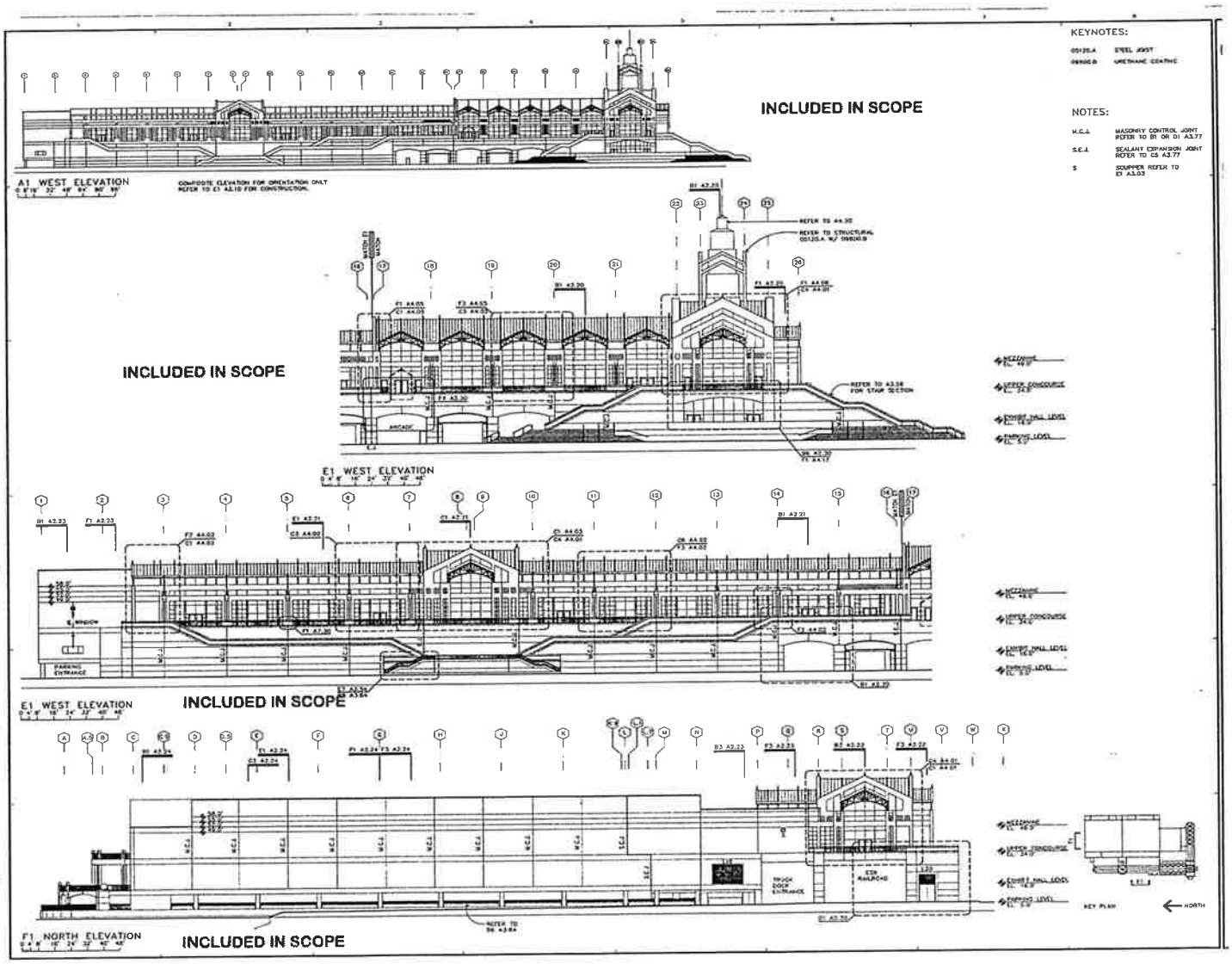
Contact Phone #: _____ Cell #: _____

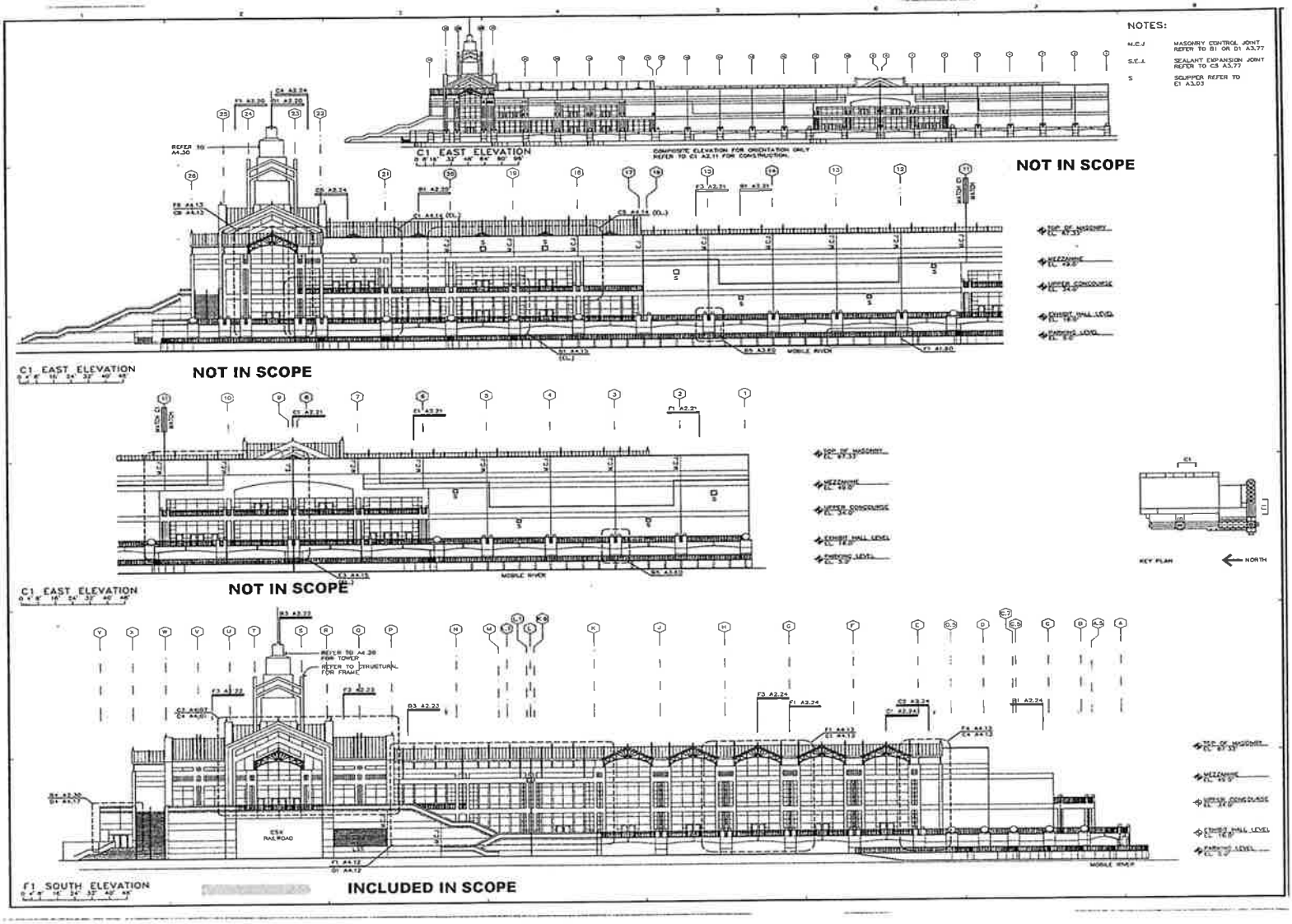
E-mail Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

City of Mobile "Subcontracting and Major Supplier Plan" shall be submitted with Quote


KEYNOTES:
STEEL JOIST
URETHANE COATING
NOTES:
M.C.J. MASONRY CONTROL JOINT REFER TO B1 OR D1 A3.77
S.E.J. SEALANT EXPANSION JOINT REFER TO C5 A3.77
S SCUPPER REFER TO E1 A3.03
INCLUDED IN SCOPE
A1 WEST ELEVATION
COMPOSITE ELEVATION FOR ORIENTATION ONLY REFER TO E1 A3.10 FOR CONSTRUCTION
INCLUDED IN SCOPE
E1 WEST ELEVATION
INCLUDED IN SCOPE
E1 WEST ELEVATION
INCLUDED IN SCOPE
F1 NORTH ELEVATION
KEY PLAN
NORTH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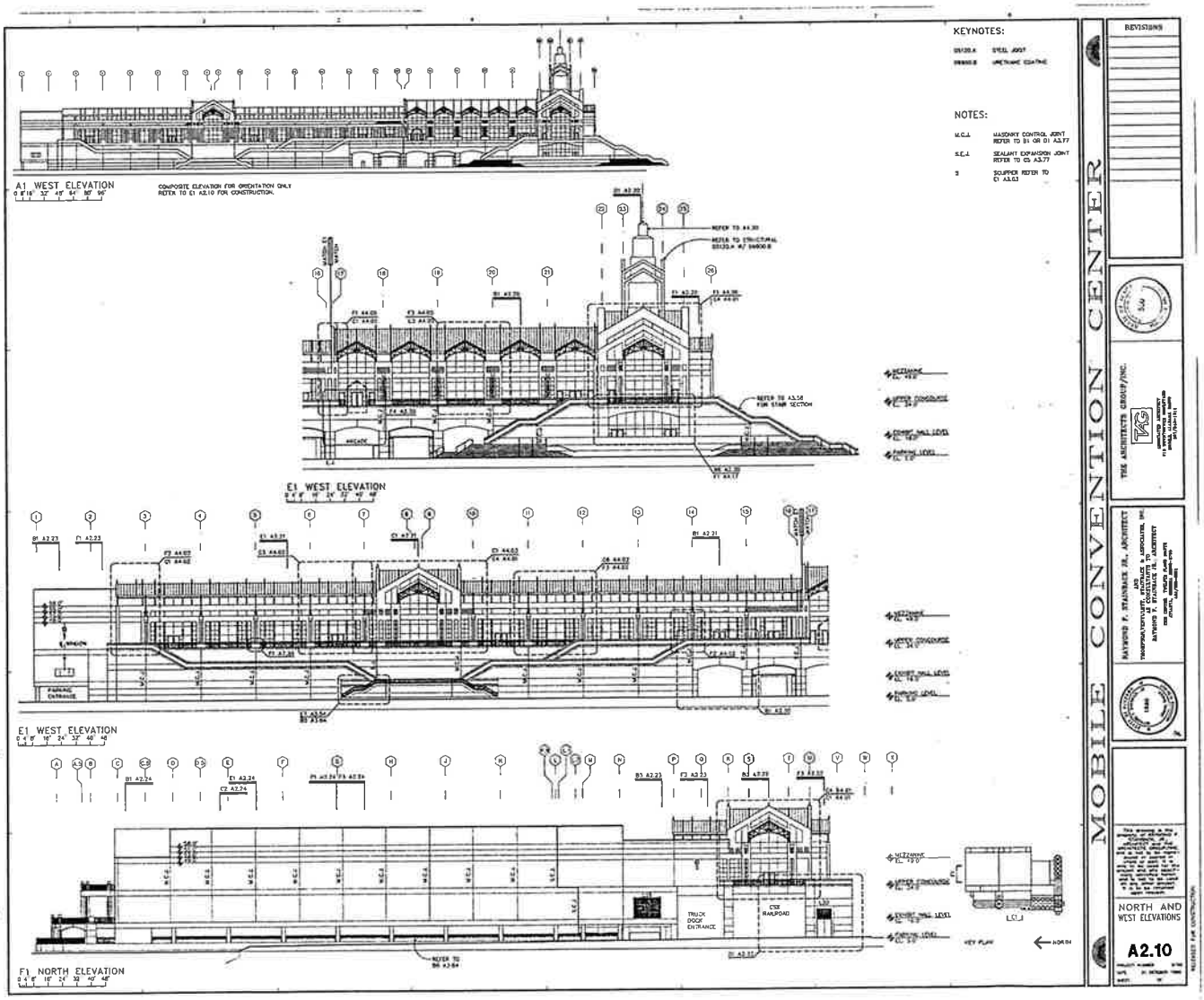
S.E.J. SEALANT EXPANSION JOINT REFER TO C3 A3.77
S SCUPPER REFER TO E1 A3.03
C1 EAST ELEVATION
NOT IN SCOPE
C1 EAST ELEVATION
NOT IN SCOPE
C1 EAST ELEVATION
NOT IN SCOPE
KEY PLAN
NORTH
F1 SOUTH ELEVATION
INCLUDED IN SCOPE


KEYNOTES:
NOTES:
M.C.J. MASONRY CONTROL JOINT REFER TO B1 OR D1 A3.77
S.E.J. SEALANT EXPANSION JOINT REFER TO C5 A3.77
S SCUPPER REFER TO C1 A3.03
A1 WEST ELEVATION
COMPOSITE ELEVATION FOR ORIENTATION ONLY REFER TO E1 A2.10 FOR CONSTRUCTION.
E1 WEST ELEVATION
E1 WEST ELEVATION
F1 NORTH ELEVATION
TRUCK DOOR ENTRANCE
CSX RAILROAD
KEY PLAN
NORTH
MOBILE CONVENTION CENTER
REVISIONS
THE ARCHITECTS GROUP/INC.
RAYMOND F. STAINBACK JR., ARCHITECT
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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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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«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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User Notes: (1949587802)

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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User Notes: (1949587802)

§ 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

DRAFT

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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: _____

DRAFT

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User Notes: (1949587802)

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 emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
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

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.

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)*

TO OWNER: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
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:3/21/2023

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.

HORNE

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

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

INSURED
Howard Technology Solutions
a division of
Howard Industries, Inc.
P.O. Box 1588
Laurel, MS 39441

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 If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	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 L. 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

MOBILE
ALABAMA

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:3/21/2023

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: 251-255-7222 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 Downtown Blvd Apt. 101 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 9th **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: Bld

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

1/9/23
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. Tunight

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: C. Jones M.
DATE: 01-09-2023

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

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.

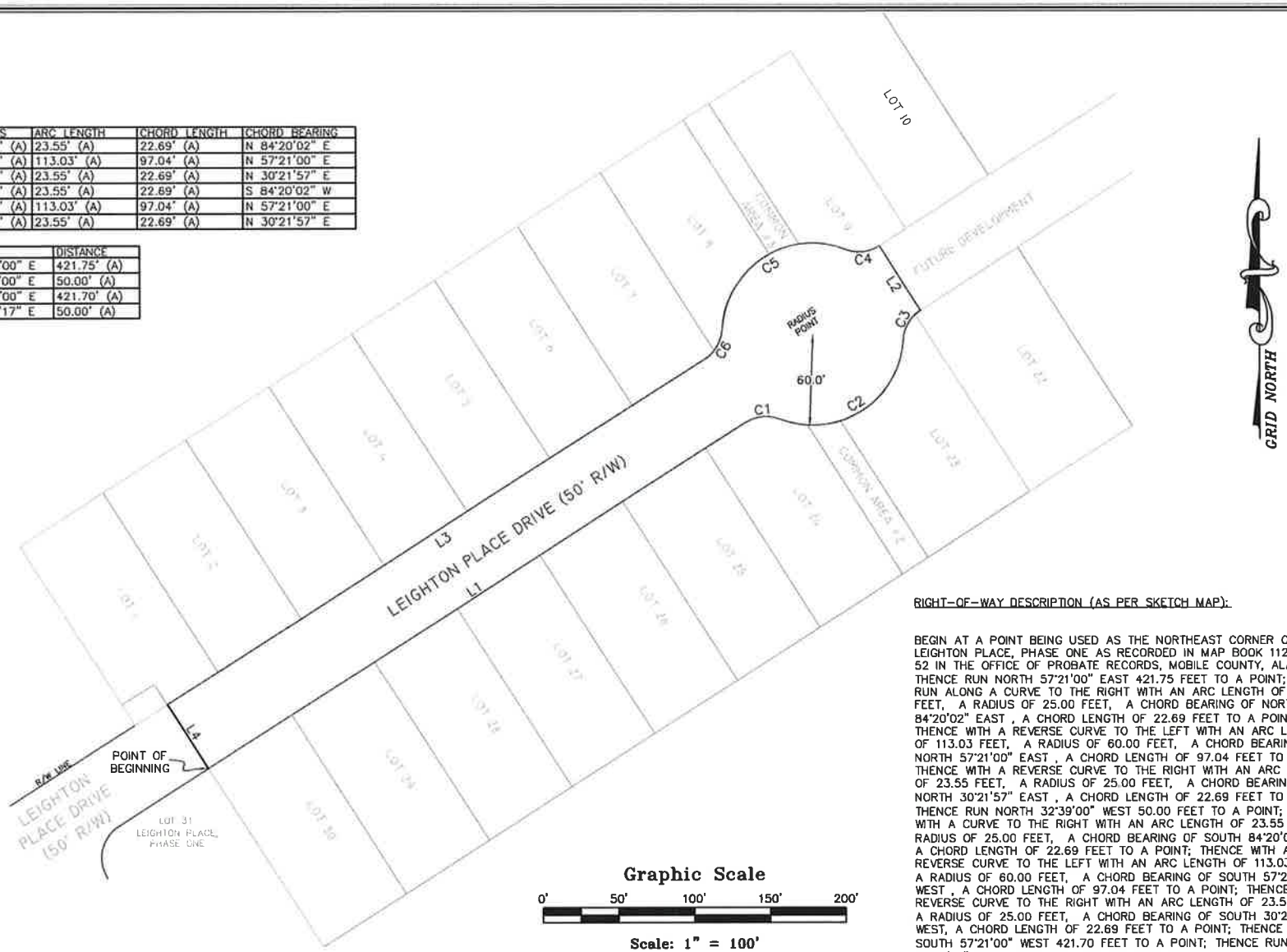
Adopted:

_____

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:3/21/2023

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:3/21/2023

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	3/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Gauthier, Lana	Approved	3/16/2023 - 12:16 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 4701 Halls Mill Road
(South side of Halls Mill Road, 246' ± east of Rochelle Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 25th day of April, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 4701 Halls Mill Road (South side of Halls Mill Road, 246' ± east of Rochelle Street) from R-1, Single-Family Residential 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:

BEGINNING AT A RECOVERED REBAR MARKING THE NORTHWEST CORNER OF LOT 2, N.D.H. SUBDIVISION, AS RECORDED IN MAP BOOK 40, PAGE 41, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN SOUTH 00°-58'-16" WEST AND ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 400.13 FEET TO A RECOVERED REBAR MARKING THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 71°-49'-53" EAST AND ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 250.31 FEET; THENCE SOUTH 00°-56'-51" WEST, 7.01 FEET TO A RECOVERED ROD AND CAP (BRYANT); THENCE NORTH 66°-24'-42" EAST, 163.39 FEET TO A RECOVERED ROD AND CAP (BYRD); THENCE NORTH 66°-17'-24" EAST, 163.86 FEET TO A RECOVERED IRON MARKING THE SOUTHEAST CORNER OF LOT 1, B & G SUBDIVISION, AS RECORDED IN MAP BOOK 47, PAGE 83, SAID PROBATE RECORDS, SAID POINT BEING ON THE WEST LINE OF PROPERTY CONVEYED BY INSTRUMENT RECORDED IN REAL PROPERTY BOOK 635, PAGE 338, SAID PROBATE RECORDS; THENCE SOUTH 00°-08'-25" EAST AND ALONG THE WEST LINE OF SAID PROPERTY AND ALONG THE WEST PROPERTY LINE OF PROPERTY CONVEYED BY INSTRUMENT RECORDED IN

REAL PROPERTY BOOK 1909, PAGE 188, SAID PROBATE RECORDS, A DISTANCE OF 588.18 FEET TO A RECOVERED CONCRETE MONUMENT MARKING THE NORTHWEST CORNER LOT 15, LAUGHLIN INDUSTRIAL PARK SUBDIVISION, AS RECORDED IN MAP BOOK 122, PAGE 4, SAID PROBATE RECORDS; THENCE SOUTH 00°-06'-18" EAST AND ALONG THE WEST LINE OF SAID LOT 15, A DISTANCE OF 390.48 FEET TO A RECOVERED ROD AND CAP (ROWE); THENCE SOUTH 65°-38'-27" EAST, 137.91 FEET TO A SET ROD AND CAP (ROWE); THENCE NORTH 89°-39'-27" WEST AND ALONG THE NORTH LINE OF SAID PROPERTY, 2152.29 FEET TO A RECOVERED ROD AND CAP (BYRD), SAID POINT BEING ON THE EAST LINE OF GRIFFIN PLACE, AS RECORDED IN MAP BOOK 34, PAGE 108, SAID PROBATE RECORDS; THENCE NORTH 00°-33'-17" EAST AND ALONG THE EAST LINE OF SAID GRIFFIN PLACE, 191.96 FEET TO A RECOVERED ROD AND CAP (SPEAKS); THENCE NORTH 89°-26'-47" EAST, 533.30 FEET; THENCE NORTH 00°-21'-24" EAST, 414.29 FEET TO THE SOUTHWEST CORNER OF LOT 1, SAID N.D.H. SUBDIVISION; THENCE NORTH 77°-37'-30" EAST AND ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 101.19 FEET TO A RECOVERED REBAR; THENCE NORTH 00°-13'-42" EAST AND ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 399.55 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HALLS MILL ROAD (RIGHT-OF-WAY VARIES); THENCE NORTH 77°-44'-05" EAST AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 101.37 FEET TO A RECOVERED ROD AND CAP (BYRD), SAID POINT MARKING THE NORTHWEST CORNER OF PROPERTY CONVEYED BY INSTRUMENT RECORDED IN LAND RECORD BOOK 6647, PAGE 1809, SAID PROBATE RECORDS; THENCE SOUTH 03°-03'-42" EAST AND ALONG THE WEST LINE OF SAID PROPERTY, 190.48 FEET TO A RECOVERED ROD AND CAP (BYRD); THENCE SOUTH 11°-14'-45" EAST AND ALONG THE WEST LINE OF SAID PROPERTY, 202.44 FEET TO A RECOVERED REBAR; THENCE NORTH 77°-43'-01" EAST, ALONG THE SOUTH LINE OF SAID PROPERTY, 307.46 FEET TO A RECOVERED REBAR; THENCE NORTH 02°-31'-00" EAST AND ALONG THE EAST LINE OF SAID PROPERTY, 403.70 FEET TO A RECOVERED REBAR; THENCE NORTH 77°- 44'-05" EAST AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HALLS MILL ROAD, 308.28 FEET TO THE PC OF A 2,032.21 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY AND WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 76°-36'-42" WEST, 89.97 FEET), A DISTANCE OF 89.97 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO A 30 FOOT WIDE INGRESS AND EGRESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 2, N.D.H. SUBDIVISION, AS RECORDED IN MAP BOOK 40, PAGE 41, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN SOUTHWARDLY AND WESTWARDLY ALONG THE ARC OF A 2,032.21 FOOT RADIUS CURVE (CHORD BEARS SOUTH 75°-48'-24" WEST, 15.00 FEET), A DISTANCE OF 15.00 FEET TO THE CENTERLINE AND POINT OF BEGINNING OF SAID EASEMENT. SAID EASEMENT BEING 15.0 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: THENCE SOUTH 00°-58'-16" WEST AND ALONG SAID CENTERLINE, 416.54 FEET; THENCE NORTH 73°-18'-37" EAST, 271.73 FEET; THENCE NORTH 66°-24'-42" EAST, 163.39 FEET; THENCE NORTH 66°-17'-24" EAST, 140.95 FEET; THENCE SOUTH 00°-08'-25" EAST, 565.27 FEET; THENCE SOUTH 00°-06'-18" WEST, 446.38 FEET TO THE TERMINUS OF SAID EASEMENT.

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

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

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 25th day of April, 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 29th day of March, 2023 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **4701 Halls Mill Road** (South side of Halls Mill Road, 246'± East of Rochelle Street).

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

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

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:

BEGINNING AT A RECOVERED REBAR MARKING THE NORTHWEST CORNER OF LOT 2, N.D.H. SUBDIVISION, AS RECORDED IN MAP BOOK 40, PAGE 41, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN SOUTH 00°-58'-16" WEST AND ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 400.13 FEET TO A RECOVERED REBAR MARKING THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 71°-49'-53" EAST AND ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 250.31 FEET; THENCE SOUTH 00°-56'-51" WEST, 7.01 FEET TO A RECOVERED ROD AND CAP (BRYANT); THENCE NORTH 66°-24'-42" EAST, 163.39 FEET TO A RECOVERED ROD AND CAP (BYRD); THENCE NORTH 66°-17'-24" EAST, 163.86 FEET TO A RECOVERED IRON MARKING THE SOUTHEAST CORNER OF LOT 1, B & G SUBDIVISION, AS RECORDED IN MAP BOOK 47, PAGE 83, SAID PROBATE RECORDS, SAID POINT BEING ON THE WEST LINE OF PROPERTY CONVEYED BY INSTRUMENT RECORDED IN REAL PROPERTY BOOK 635, PAGE 338, SAID PROBATE RECORDS; THENCE SOUTH 00°-08'-25" EAST AND ALONG THE WEST LINE OF SAID PROPERTY AND ALONG THE WEST PROPERTY LINE OF PROPERTY CONVEYED BY INSTRUMENT RECORDED IN REAL PROPERTY BOOK 1909, PAGE 188, SAID PROBATE RECORDS, A DISTANCE OF 588.18 FEET TO A RECOVERED CONCRETE MONUMENT MARKING THE NORTHWEST CORNER LOT 15, LAUGHLIN INDUSTRIAL PARK SUBDIVISION, AS RECORDED IN MAP BOOK 122, PAGE 4, SAID PROBATE RECORDS; THENCE SOUTH 00°-06'-18" EAST AND ALONG THE WEST LINE OF SAID LOT 15, A DISTANCE OF 390.48 FEET TO A RECOVERED ROD AND CAP (ROWE); THENCE SOUTH 65°-38'-27" EAST, 137.91 FEET TO A SET ROD AND CAP (ROWE); THENCE NORTH 89°-39'-27" WEST AND ALONG THE NORTH LINE OF SAID PROPERTY, 2152.29 FEET TO A RECOVERED ROD AND CAP (BYRD), SAID POINT BEING ON THE EAST

LINE OF GRIFFIN PLACE, AS RECORDED IN MAP BOOK 34, PAGE 108, SAID PROBATE RECORDS; THENCE NORTH 00°-33'-17" EAST AND ALONG THE EAST LINE OF SAID GRIFFIN PLACE, 191.96 FEET TO A RECOVERED ROD AND CAP (SPEAKS); THENCE NORTH 89°-26'-47" EAST, 533.30 FEET; THENCE NORTH 00°-21'-24" EAST, 414.29 FEET TO THE SOUTHWEST CORNER OF LOT 1, SAID N.D.H. SUBDIVISION; THENCE NORTH 77°-37'-30" EAST AND ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 101.19 FEET TO A RECOVERED REBAR; THENCE NORTH 00°-13'-42" EAST AND ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 399.55 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HALLS MILL ROAD (RIGHT-OF-WAY VARIES); THENCE NORTH 77°-44'-05" EAST AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 101.37 FEET TO A RECOVERED ROD AND CAP (BYRD), SAID POINT MARKING THE NORTHWEST CORNER OF PROPERTY CONVEYED BY INSTRUMENT RECORDED IN LAND RECORD BOOK 6647, PAGE 1809, SAID PROBATE RECORDS; THENCE SOUTH 03°-03'-42" EAST AND ALONG THE WEST LINE OF SAID PROPERTY, 190.48 FEET TO A RECOVERED ROD AND CAP (BYRD); THENCE SOUTH 11°-14'-45" EAST AND ALONG THE WEST LINE OF SAID PROPERTY, 202.44 FEET TO A RECOVERED REBAR; THENCE NORTH 77°-43'-01" EAST, ALONG THE SOUTH LINE OF SAID PROPERTY, 307.46 FEET TO A RECOVERED REBAR; THENCE NORTH 02°-31'-00" EAST AND ALONG THE EAST LINE OF SAID PROPERTY, 403.70 FEET TO A RECOVERED REBAR; THENCE NORTH 77°-44'-05" EAST AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HALLS MILL ROAD, 308.28 FEET TO THE PC OF A 2,032.21 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY AND WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 76°-36'-42" WEST, 89.97 FEET), A DISTANCE OF 89.97 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO A 30 FOOT WIDE INGRESS AND EGRESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 2, N.D.H. SUBDIVISION, AS RECORDED IN MAP BOOK 40, PAGE 41, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN SOUTHWARDLY AND WESTWARDLY ALONG THE ARC OF A 2,032.21 FOOT RADIUS CURVE (CHORD BEARS SOUTH 75°-48'-24" WEST, 15.00 FEET), A DISTANCE OF 15.00 FEET TO THE CENTERLINE AND POINT OF BEGINNING OF SAID EASEMENT. SAID EASEMENT BEING 15.0 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: THENCE SOUTH 00°-58'-16" WEST AND ALONG SAID CENTERLINE, 416.54 FEET; THENCE NORTH 73°-18'-37" EAST, 271.73 FEET; THENCE NORTH 66°-24'-42" EAST, 163.39 FEET; THENCE NORTH 66°-17'-24" EAST, 140.95 FEET; THENCE SOUTH 00°-08'-25" EAST, 565.27 FEET; THENCE SOUTH 00°-06'-18" WEST, 446.38 FEET TO THE TERMINUS OF SAID EASEMENT.

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

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

Adopted:

_____

Lisa Lambert, City Clerk

Persons Development & Construction Services, LLC (Buddy Persons, Agent)
4701 Halls Mill Road
South side of Halls Mill Road, 246'± East of Rochelle Street
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 13, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of January 5, 2023 considered the request of **Persons Development & Construction Services, LLC (Buddy Persons, Agent)** for a change in zoning from **R-1, Single-Family Residential District, to I-1, Light Industry District.** for the property located at **4701 Halls Mill Road** (South side of Halls Mill Road, 246'± East of Rochelle 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

January 9, 2023

Cecil Hudson
Rowe Engineering
3502 Laughlin Drive
Unit B
Mobile, Alabama 36693

Re: **4701 Halls Mill Road**
(South side of Halls Mill Road, 246'± East of Rochelle Street).
Council District 4
ZON-002174-2022 (Rezoning)
Persons Development & Construction Services, LLC (Buddy Persons, Agent)
Rezoning from R-1, Single-Family Residential District, to I-1, Light Industry District.

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

At its meeting on January 5, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a) **changing conditions in a particular area make a change in the Ordinance necessary and desirable**

The approval should be subject to the following conditions:

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

The advertising fee for this application based on the current legal description is $498.40. 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.

SUB-002315-2022 PERSONS SERVICE SUBDIVISION
January 9, 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
December 16, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **4701 Halls Mill Road**
(South side of Halls Mill Road, 246'± East of Rochelle Street).
Council District 4
ZON-002174-2022 (Rezoning)
Persons Development & Construction Services, LLC (Buddy Persons, Agent)
Rezoning from R-1, Single-Family Residential District, to I-1, Light Industry District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 5, 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-1, Single-Family Residential 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 **Wednesday, January 4, 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
December 16, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **4701 Halls Mill Road**
(South side of Halls Mill Road, 246'± East of Rochelle Street).
Council
ZON-002174-2022 (Rezoning)
Persons Development & Construction Services, LLC (Buddy Persons, Agent)
Rezoning from R-1, Single-Family Residential 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 **Thursday, January 5, 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-1, Single-Family Residential 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 **Wednesday, January 4, 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-002174-2022

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**
$100.00 (if recommended for approval, additional advertising fee required)

☐ **Planning Approval**
$150.00 (non-profit $50)

☐ **Planned Unit Development**
$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.

Persons Development & Construction Services, LLC
Name

buddy@personsservices.com
Email

4474 Halls Mill Road, Mobile, AL 36693
Full Address (Street, City, State, Zip)

251-423-1154
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.

Persons Development & Construction Services, LLC
Name

C/o Buddy Persons
Name (other owners, optional)

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

4701 Halls Mill Road, Mobile, AL 36693
Property Address

R023306142000127. & R023306141000025.
Parcel Number

34.33 ac +/-
Property Area (acres or square feet)

R-1
Present Zoning

I-1
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).

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.

Paul F. Persons Jr. Digitally signed by Paul F. Persons Jr. DN: cn=Paul F. Persons Jr., o=Persons Services Corp, ou=President, email=buddy@personsservices.com, c=US Date: 2022.08.12 15:25:54 -05'00'

Applicant Signature

8/15/2022

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.

Paul F. Persons Jr. Digitally signed by Paul F. Persons Jr. DN: cn=Paul F. Persons Jr., o=Persons Services Corp, ou=President, email=buddy@personsservices.com, c=US Date: 2022.08.12 15:27:01 -05'00'

Applicant Signature

8/15/2022

Date

APPLICATION CHECKLIST

(ZON, PUD, PLA)

- ☐ Seven (7) copies of completed application
- ☐ Legal description of site in question (from deed or survey, not a tax assessment description)
- ☐ Parcel number of site in question
- ☐ Detailed description of proposal
- ☐ Plan consistency analysis
- ☐ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ☐ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ☐ All trees 24" and larger shown on plan
- ☐ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ☐ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ☐ Notification fee ($1.00) per mailing label
- ☐ One photocopy of address labels
- ☐ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

REQUEST FOR ZONING CHANGE NARRATIVE

The purpose of this application is to request a zoning change for the subject property currently zoned R-1 Residential. The owner is proposing warehouses to be constructed on the property requiring I-1 Light Industrial zoning. This area of Halls Mill Road has been shifting from residential to Industrial and Business properties for the past several years. The remaining Residential zoned properties are gradually being vacated and sold for commercial use. It is for this reason we believe a zoning change to I-1 is in keeping with the trend in this area.

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE

Beginning at a recovered rebar marking the Northwest corner of Lot 2, N.D.H. Subdivision, as recorded in Map Book 40, Page 41, Probate Court Records, Mobile County, Alabama, run South 00°-58′-16″ West and along the West line of said Lot 2, a distance of 400.13 feet to a recovered rebar marking the Southwest corner of said Lot 2; thence North 71°-49′-53″ East and along the South line of said Lot 2, a distance of 250.31 feet; thence South 00°-56′-51″ West, 7.01 feet to a recovered rod and cap (Bryant); thence North 66°-24′-42″ East, 163.39 feet to a recovered rod and cap (Byrd); thence North 66°-17′-24″ East, 163.86 feet to a recovered iron marking the Southeast corner of Lot 1, B & G Subdivision, as recorded in Map Book 47, Page 83, said Probate Records, said point being on the West line of property conveyed by instrument recorded in Real Property Book 635, Page 338, said Probate Records; thence South 00°-08′-25″ East and along the West line of said property and along the West property line of property conveyed by instrument recorded in Real Property Book 1909, Page 188, said Probate Records, a distance of 588.18 feet to a recovered concrete monument marking the Northwest corner Lot 15, Laughlin Industrial Park Subdivision, as recorded in Map Book 122, Page 4, said Probate Records; thence South 00°-06′-18″ East and along the West line of said Lot 15, a distance of 390.48 feet to a recovered rod and cap (Rowe); thence South 65°-38′-27″ East, 137.91 feet to a set rod and cap (Rowe); thence North 89°-39′-27″ West and along the North line of said property, 2152.29 feet to a recovered rod and cap (Byrd), said point being on the East line of Griffin Place, as recorded in Map Book 34, Page 108, said Probate Records; thence North 00°-33′-17″ East and along the East line of said Griffin Place, 191.96 feet to a recovered rod and cap (Speaks); thence North 89°-26′-47″ East, 533.30 feet; thence North 00°-21′-24″ East, 414.29 feet to the Southwest corner of Lot 1, said N.D.H. Subdivision; thence North 77°-37′-30″ East and along the South line of said Lot 1, a distance of 101.19 feet to a recovered rebar; thence North 00°-13′-42″ East and along the East line of said Lot 1, a distance of 399.55 feet to a point on the South right-of-way line of Halls Mill Road (right-of-way varies); thence North 77°-44′-05″ East and along said South right-of-way line, 101.37 feet to a recovered rod and cap (Byrd), said point marking the Northwest corner of property conveyed by instrument recorded in Land Record Book 6647, Page 1809, said Probate Records; thence South 03°-03′-42″ East and along the West line of said property, 190.48 feet to a recovered rod and cap (Byrd); thence South 11°-14′-45″ East and along the West line of said property, 202.44 feet to a recovered rebar; thence North 77°-43′-01″ East, along the South line of said property, 307.46 feet to a recovered rebar; thence North 02°-31′-00″ East and along the East line of said property, 403.70 feet to a recovered rebar; thence North 77°-44′-05″ East and along the South right-of-way line of said Halls Mill Road, 308.28 feet to the PC of a 2,032.21 foot radius curve to the left; thence Northwardly and Westwardly along the arc of said curve (chord bears North 76°-36′-42″ West, 89.97 feet), a distance of 89.97 feet to the Point of Beginning.

BEING SUBJECT TO a 30 foot wide ingress and egress easement being more particularly described as follows: Beginning at the Northwest corner of Lot 2, N.D.H. Subdivision, as recorded in Map Book 40, Page 41, Probate Court Records, Mobile County, Alabama, run

Southwardly and Westwardly along the arc of a 2,032.21 foot radius curve (chord bears South 75°-48′-24″ West, 15.00 feet), a distance of 15.00 feet to the centerline and Point of Beginning of said easement. Said easement being 15.0 feet each side of the following described centerline: thence South 00°-58′-16″ West and along said centerline, 416.54 feet; thence North 73°-18′-37″ East, 271.73 feet; thence North 66°-24′-42″ East, 163.39 feet; thence North 66°-17′-24″ East, 140.95 feet; thence South 00°-08′-25″ East, 565.27 feet; thence South 00°-06′-18″ West, 446.38 feet to the Terminus of said Easement.

STATE OF ALABAMA)

COUNTY OF MOBILE)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Rose Mary Norville Harrison, a single person, by and through her attorney in fact William Norville Harrison, Mary Schrieber Norville, a single person, Anne Marie Dacovich Bauer, a married person, Edie S. Dacovich Kitchings, a married person, Harriet Cecelia Dacovich Talley, a married person, George S. Dacovich, Jr., a single person, Stephen N. Dacovich, a single person, Lawrence J. Harrison, Jr., a married person, Peter G. Harrison, a married person, William Norville Harrison, a single person, Judith Marie Harrison White-Spunner, a single person, John Mark Harrison, a married person, Robert Michael Harrison, a married person and James Rafferty Harrison, a married person, hereinafter called the Grantors, in consideration of the sum of THREE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS ($335,000.00), cash, and other good and valuable considerations to said Grantors in hand paid by Persons Development & Construction Services, L.L.C., an Alabama limited liability company, hereinafter called the Grantee, the receipt of which is hereby acknowledged by the Grantors, do hereby, subject to the matters and things hereinafter set forth, grant, bargain, sell and convey unto the Grantee, its successors and assigns all that real property situate, lying and being in the County of Mobile, State of Alabama, described as follows, to-wit:

Beginning at a recovered rebar marking the Northwest corner of Lot 2, N.D.H. Subdivision, as recorded in Map Book 40, Page 41, Probate Court Records, Mobile County, Alabama, run South 00°-58'-16" West and along the West line of said Lot 2, a distance of 400.13 feet to a recovered rebar marking the Southwest corner of said Lot 2; thence North 71°-49'-53" East and along the South line of said Lot 2, a distance of 250.31 feet; thence South 00°-56'-51" West, 7.01 feet to a recovered rod and cap (Bryant); thence North 66°-24'-42" East, 163.39 feet to a recovered rod and cap (Byrd); thence North 66°-17'-24" East, 163.86 feet to a recovered iron marking the Southeast corner of Lot 1, B & G Subdivision, as recorded in Map Book 47, Page 83, said Probate Records, said point being on the West line of property conveyed by instrument recorded in Real Property Book 635, Page 338, said Probate Records; thence South 00°-08'-25" East and along the West line of said property and along the West property line of property conveyed by instrument recorded in Real Property Book 1909, Page 188, said Probate Records, a distance of 588.18 feet to a recovered concrete monument marking the Northwest corner Lot 15, Laughlin Industrial Park Subdivision, as recorded in Map Book 122, Page 4, said Probate Records; thence South 00°-06'-18" East and along the West line of said Lot 15, a distance of 390.48 feet to a recovered rod and cap (Rowe); thence South 65°-38'-27" East, 137.91 feet to a set rod and cap (Rowe); thence North 89°-39'-27" West and along the North line of said property, 2152.29 feet to a recovered rod and cap (Byrd), said point being on the East line of Griffin Place, as recorded in Map Book 34, Page 108, said Probate Records; thence North 00°-33'-17" East and along the East line of said Griffin Place, 191.96 feet to a

recovered rod and cap (Speaks); thence North 89°-26'-47" East, 533.30 feet; thence North 00°-21'-24" East, 414.29 feet to the Southwest corner of Lot 1, said N.D.H. Subdivision; thence North 77°-37'-30" East and along the South line of said Lot 1, a distance of 101.19 feet to a recovered rebar; thence North 00°-13'-42" East and along the East line of said Lot 1, a distance of 399.55 feet to a point on the South right-of-way line of Halls Mill Road (right-of-way varies); thence North 77°-44'-05" East and along said South right-of-way line, 101.37 feet to a recovered rod and cap (Byrd), said point marking the Northwest corner of property conveyed by instrument recorded in Land Record Book 6647, Page 1809, said Probate Records; thence South 03°-03'-42" East and along the West line of said property, 190.48 feet to a recovered rod and cap (Byrd); thence South 11°-14'-45" East and along the West line of said property, 202.44 feet to a recovered rebar; thence North 77°-43'-01" East, along the South line of said property, 307.46 feet to a recovered rebar; thence North 02°-31'-00" East and along the East line of said property, 403.70 feet to a recovered rebar; thence North 77°-44'-05" East and along the South right-of-way line of said Halls Mill Road, 308.28 feet to the PC of a 2,032.21 foot radius curve to the left; thence Northwardly and Westwardly along the arc of said curve (chord bears North 76°-36'-42" West, 89.97 feet), a distance of 89.97 feet to the Point of Beginning.

The Grantors hereby reserve unto themselves, their heirs and assigns the following non-exclusive easement for ingress and egress described as follows:

A 30 foot wide ingress and egress easement being more particularly described as follows: Beginning at the Northwest corner of Lot 2, N.D.H. Subdivision, as recorded in Map Book 40, Page 41, Probate Court Records, Mobile County, Alabama, run Southwardly and Westwardly along the arc of a 2,032.21 foot radius curve (chord bears South 75°-48'-24" West, 15.00 feet), a distance of 15.00 feet to the centerline and Point of Beginning of said easement. Said easement being 15.0 feet each side of the following described centerline: thence South 00°-58'-16" West and along said centerline, 416.54 feet; thence North 73°-18'-37" East, 271.73 feet; thence North 66°-24'-42" East, 163.39 feet; thence North 66°-17'-24" East, 140.95 feet; thence South 00°-08'-25" East, 565.27 feet; thence South 00°-06'-18" West, 446.38 feet to the Terminus of said Easement.

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

This conveyance is made subject to the following:

1. Excepting therefrom such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others than the grantor.

2. Easement granted to Board of Water and Sewer Commissioners of the City of Mobile as recorded in Real Property Book 448, Page 837 and Real Property Book 453, Page 465.

3. Rights of other parties, the United States of America or State of Alabama, in and to the shore, littoral or riparian rights to the property described and lying adjacent to Spring Creek.

All recording references herein are to the records in the Office of the Judge of Probate of Mobile County, Alabama.

THE PROPERTY CONVEYED HEREIN DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTORS OR THEIR SPOUSES

And, except as to taxes hereafter falling due which are assumed by the Grantee herein, and except as herein otherwise provided, said Grantors do for themselves and for their heirs, personal representatives hereby covenants with the Grantee herein, its successors and assigns, that they are seized of an indefeasible estate in fee simple in and to said property; that said property is free and clear of all encumbrances, and that they will forever WARRANT AND DEFEND the title thereto, and the peaceable possession thereof unto the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals effective on this the 30 day of July, 2019.

(SEAL)
Rose Mary Norville Harrison

By: _____
William Norville Harrison, her attorney in fact

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William Norville Harrison, who is named as attorney-in-fact for Rose Mary Norville Harrison, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such attorney-in-fact and with full authority, executed the same voluntarily for and as the act of said Rose Mary Norville Harrison, in his capacity as attorney-in-fact as aforesaid, on the day the same bears date.

Given under my hand and official seal this the 30th day of July, 2019.

Melissa Barnett Chason
NOTARY PUBLIC
My Commission Expires: 8/3/2022

MELISSA BARNETT CHASON
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES:

(NOTARIAL SEAL)

Mary Schrieber Norville (SEAL)
Mary Schrieber Norville

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mary Schrieber Norville, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30 day of July, 2019.

NOTARY PUBLIC
My Commission Expires: 6/29/21

(NOTARIAL SEAL)

Jeffrey P Setterstrom
My Commission Expires
Notary Public
Alabama State at Large

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Anne Marie Dacovich Bauer (SEAL)
Anne Marie Dacovich Bauer
FDL E: 9/24/24

STATE OF Florida)
COUNTY OF Hillsborough)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Anne Marie Dacovich Bauer, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26 day of July, 2019.

FAITH D. WALLEY
Notary Public, State of Florida
Commission# GG 126659
My comm. expires July 28, 2021

(NOTARIAL SEAL)

NOTARY PUBLIC
My Commission Expires: 7/28/21

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Edie S. Dacovich Kitchings (SEAL)
Edie S. Dacovich Kitchings

STATE OF Georgia)

COUNTY OF Cobb)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Edie S. Dacovich Kitchings, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26 day of July, 2019.

Paola Zubala
NOTARY PUBLIC
My Commission Expires: Apr. 09, 2023

(NOTARIAL SEAL)

PAOLA ZABALA
NOTARY PUBLIC
COBB COUNTY, GEORGIA

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Harriet Cecelia Dacovich Talley (SEAL)
Harriet Cecelia Dacovich Talley

STATE OF VA)
COUNTY OF Spotsylvania)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Harriet Cecelia Dacovich Talley, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29 day of July, 2019.

Faye B. Brooks
NOTARY PUBLIC
My Commission Expires: 02/28/2021

(NOTARIAL SEAL)

FAYE B. BROOKS
NOTARY PUBLIC
REG # 7739105
COMMISSION EXPIRES 2/28/2021
COMMONWEALTH OF VIRGINIA

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(SEAL)
George S. Dacovich, Jr.

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that George S. Dacovich, Jr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30 day of July, 2019.

Melissa Barnett Chason
NOTARY PUBLIC
My Commission Expires: 8/3/2022

(NOTARIAL SEAL)

MELISSA BARNETT CHASON
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

_____(SEAL)
Stephen N. Dacovich

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephen N. Dacovich, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30 day of July, 2019.

_____
NOTARY PUBLIC
My Commission Expires: 6/29/21

(NOTARIAL SEAL)

Jeffrey P Setterstrom
My Commission Expires
Notary Public
Alabama State at Large

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Lawrence J. Harrison (SEAL)
Lawrence J. Harrison, Jr.

STATE OF Texas)

COUNTY OF Dallas)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Lawrence J. Harrison, Jr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26 day of July, 2019.

JORGE M DIANA SANCHEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 05-13-23
Notary ID # 13201070-4

(NOTARIAL SEAL)

NOTARY PUBLIC
My Commission Expires: 5-13-23

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(SEAL)
Peter G. Harrison

STATE OF Alabama)

COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Peter G. Harrison, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13 day of August, 2019.

Emily Knight
NOTARY PUBLIC
My Commission Expires: 5/8/2022

(NOTARIAL SEAL)

(SEAL)
William Norville Harrison

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William Norville Harrison, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30 day of July, 2019.

Melissa Barnett Chason
NOTARY PUBLIC
My Commission Expires: 8/3/2022

(NOTARIAL SEAL)
MELISSA BARNETT CHASON
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES:

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Judith Marie Harrison White-Spunner

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Judith Marie Harrison White-Spunner, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30 day of July, 2019.

NOTARY PUBLIC
My Commission Expires: 6/29/21

(NOTARIAL SEAL)

Jeffrey P Setterstrom
My Commission Expires
Notary Public
Alabama State at Large

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_____ (SEAL)
John Mark Harrison

STATE OF North Carolina)

COUNTY OF Guilford)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John Mark Harrison, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26 day of July, 2019.

_____
NOTARY PUBLIC
My Commission Expires: Aug 17 2021

(NOTARIAL SEAL)

NOTARY PUBLIC
AARON ROBERT BAKER
Guilford County, NC
My Commission Expires
August 17, 2021
NORTH CAROLINA

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Robert Michael Harrison (SEAL)
Robert Michael Harrison

STATE OF MS)
COUNTY OF Forrest)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert Michael Harrison, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1 day of August, 2019.

NOTARY PUBLIC
My Commission Expires: _____

(NOTARIAL SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 32214
KIMBERLY A. FARLOW
Commission Expires
April 25, 2020
FORREST COUNTY

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(SEAL)
James Rafferty Harrison

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James Rafferty Harrison, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30 day of July, 2019.

NOTARY PUBLIC
My Commission Expires: 5/24/20

(NOTARIAL SEAL)

The following information is provided pursuant to Code of Alabama Section 40-22-1.

Grantee's address is:

4913 Halls Mill Road
Mobile, Alabama 36693

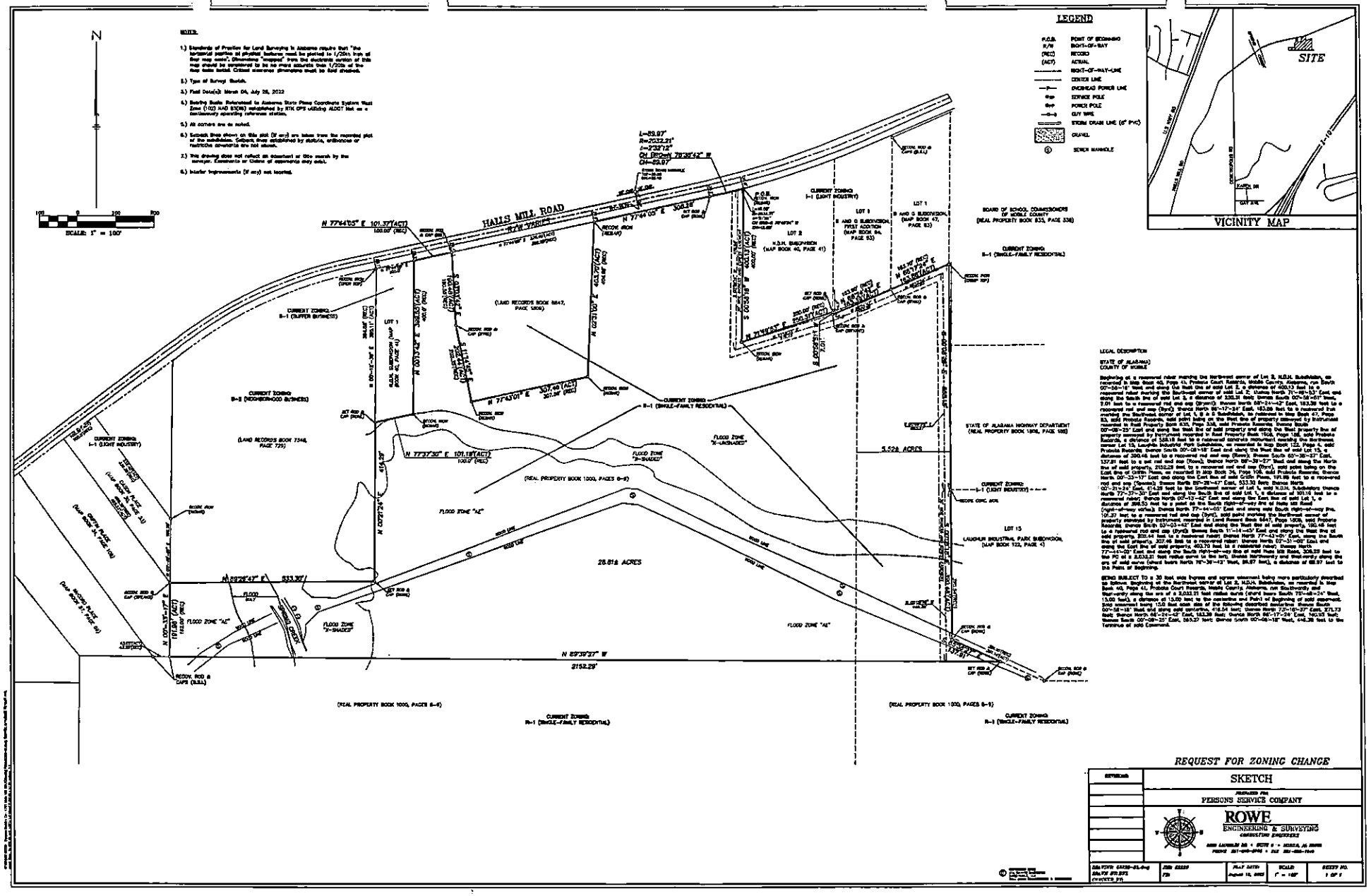
Grantors' address is:

200 Kingswood Court
Mobile, Alabama 36608

Property address is: Halls Mill Road, Mobile, AL

This instrument prepared by:
J. David Brady, Jr.
ANDERS, BOYETT & BRADY, P.C.
Attorneys at Law
One Maison, Suite 203
3800 Airport Boulevard
Mobile, Alabama 36608
(251) 344-0880
83825

J. David Brady, Jr.
Notary Public
State of Alabama
My Commission Expires:
5/24/20


LEGEND
P.O.B. POINT OF BEGINNING
R/W RIGHT-OF-WAY
(REC) RECORD
(ACT) ACTUAL
RIGHT-OF-WAY-LINE
CENTER LINE
OVERHEAD POWER LINE
SERVICE POLE
POWER POLE
GUY WIRE
STORM DRAIN LINE (6" PVC)
GRAVEL
SEWER MANHOLE
SCALE: 1" = 100'
HALLS MILL ROAD
R/W VARIES
N 77°44'05" E 101.37'(ACT)
100.00' (REC)
N 77°44'02" E 306.38'
L=89.97'
R=2032.21'
I=2°32'12"
CH BRG=N 78°38'42" W
CH=89.97'
N 77°37'30" E 101.18'(ACT)
100.0' (REC)
N 77°43'01" E 307.46'(ACT)
307.28' (REC)
N 89°28'47" E 533.30'
N 89°39'27" W
2152.29'
28.81± ACRES
5.52± ACRES
CURRENT ZONING: B-1 (SINGLE-FAMILY RESIDENTIAL)
CURRENT ZONING: B-2 (NEIGHBORHOOD BUSINESS)
CURRENT ZONING: B-3 (SUPER BUSINESS)
CURRENT ZONING: I-1 (LIGHT INDUSTRY)
(LAND RECORDS BOOK 5647, PAGE 1808)
(LAND RECORDS BOOK 7348, PAGE 725)
(REAL PROPERTY BOOK 1000, PAGES 8-9)
FLOOD ZONE "AE"
FLOOD ZONE "X-SHADED"
FLOOD ZONE "X-UNSHADED"
BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY (REAL PROPERTY BOOK 855, PAGE 338)
STATE OF ALABAMA HIGHWAY DEPARTMENT (REAL PROPERTY BOOK 1808, PAGE 188)
LAUGHLIN INDUSTRIAL PARK SUBDIVISION, (MAP BOOK 122, PAGE 4)
LOT 15
LOT 1
LOT 2
H.D.H. SUBDIVISION (MAP BOOK 40, PAGE 41)
B AND G SUBDIVISION, FIRST ADDITION (MAP BOOK 84, PAGE 53)
B AND G SUBDIVISION, (MAP BOOK 47, PAGE 63)
SITE
VICINITY MAP
LEGAL DESCRIPTION
STATE OF ALABAMA)
COUNTY OF MOBILE)
REQUEST FOR ZONING CHANGE
SKETCH
PERSONS SERVICE COMPANY
ROWE
ENGINEERING & SURVEYING
CONSULTING ENGINEERS
SCALE 1" = 100'
SHEET NO. 1 OF 1

TSS, LLC
P.O. Box 2862
Mobile, AL 36652-2862

Gregory & Janel Fowler
50 Kingswood Dr W
Mobile, AL 36608-2816

Sarah Fowler
5905 Cottage Hill Rd
Mobile, AL 36609

Mobile County School Board
Attn: Facilities Department
P.O. Box 180069
Mobile, AL 36618

Alabama Community College System
351 N Broad St
Mobile, AL 36603

Dunnaway Corp.
4710 Belle Isle Ln
Mobile, AL 36619-9700

Robert & Joann Helms
5751 Vaughn Dr E
Satsuma, AL 36572

Hall Dem, LLC
P.O. Box 160666
Mobile, AL 36616-1666

Halls Mill, LLC
4670 Halls Mill Rd
Mobile, AL 36693-5628

Construction Fabrication Services, Inc
4700 Halls Mill Rd
Mobile, AL 36693

RJG Development, LLC
P.O. Box 8348
Mobile, AL 36689

Loraine Blackmon or Pamela Rather
Trustees of Living Trust
4752 Halls Mill Rd
Mobile, AL 36693

Halls Mill VOA Living Center, Inc
3939 N Causeway Blvd
Metairie, LA 70002-1784

Herng Lee & Shu-Shun
6706 Heirloom Ct
Frederick, MD 21702-5802

Richard & Kathleen Smith
3809 Isabel Way W
Mobile, AL 36693

Raj Johnson & Kavitha Raji
2455 Staples Rd
Mobile, AL 36605

Persons Development & Construction
Services, LLC
4474 Halls Mill Rd
Mobile, AL 36693

Freeman Enterprises, LLC
P.O. Box 2385
Mobile, AL 36652-2385

Gorrie-Regan & Associates, Inc
279 Snow Dr
Birmingham, AL 35209

Community in Mobile, LLC
219 S 3rd St
Pulaski, TN 38478-3801

Athena Hinton
4801 Halls Mill Rd
Mobile, AL 36693-5633

Mobile Fire Fighters
160 S University Blvd
Mobile, AL 36608

4663 Halls Mill Road, LLC
4663 Halls Mill Rd
Mobile, AL 36693-5629

Norville Group, LLC
3201 Dauphin St, Suite A
Mobile, AL 36606-4057

Blevins, Inc
P.O. Box 160387
Nashville, TN 37216

Paul Persons, Jr
4474 Halls Mill Rd
Mobile, AL 36693

Susan Cannon
4658 Halls Mill Rd
Mobile, AL 36693

Reginald & Pamela McIntyre
1653 Rochelle St
Mobile, AL 36693

William & Mary Norville
C/o William Norville Harrison
P.O. Box 7475
Mobile, AL 36670-0475

Rowe Engineering & Surveying
3502 Laughlin Drive, Suite B
Mobile, AL 36693

SUBDIVISION, & ZONING AMENDMENT STAFF REPORT

Date: January 5, 2023

NAME	Persons Development & Construction Services, LLC (Buddy Persons, Agent)
SUBDIVISION NAME	Persons Service Subdivision
LOCATION	4701 Halls Mill Road (South side of Halls Mill Road, 246'± East of Rochelle Street).
CITY COUNCIL DISTRICT	District 4
PRESENT ZONING	R-1, Single Family Residential District
PROPOSED ZONING	I-1, Light Industry District
AREA OF PROPERTY	2 Lots / 34.4± Acres
CONTEMPLATED USE	Subdivision approval to create two (2) legal lots of record from one (1) metes-and-bounds parcel; and Rezoning from R-1, Single Family Residential 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.**
TIME SCHEDULE FOR DEVELOPMENT	Not provided

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

B. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
C. 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.
D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 22 - #92) LOTS 1 and 2 will share the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT 1 – NONE, LOT 2 – NONE.
E. 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.
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.

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. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

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

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

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

REMARKS The applicant is requesting Subdivision approval to create two (2) legal lots of record from one (1) metes-and-bounds parcel; and Rezoning from R-1, Single Family Residential District, to I-1, Light Industry District.

The site has been given a Parks and Open Space (POS) 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.

This designation applies to parkland maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. Parks may include squares, playgrounds, playfields, gardens, greens, greenways and blueways, and other recreational areas and facilities that are accessible to the public. Open space may include any open piece of land, publicly or privately held, that is undeveloped (has no buildings or other built structures). This designation is not intended to identify public land acquisition or to prohibit the development potential of individual properties.

The designation applies to all existing and future parks and open space within the City, including both active and passive uses. Open space, including public access to water bodies, is generally consistent with all other land use categories, i.e., a park can be located within any other land use category, either incidental to a development or as part of a publicly-owned or publicly-sponsored local, community or regional park. Therefore, a Parks and Open Space designation is deemed consistent with all land use categories in the Future Land Use Map.

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

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

The site fronts Halls Mill Road, a minor arterial street without curb and gutter, and an existing right-of-way that varies, therefore, if approved, dedication to provide 35-feet to the centerline may be appropriate.

The plat does not indicate the required 25-foot minimum building setback line along Halls Mill Road, which should be depicted, adjusted for any dedication, if approved.

The lot sizes are labeled on the preliminary plat in square feet and acres, and should be retained on the Final Plat, adjusted for any dedication, or a table should be furnished on the Final Plat providing the same information, if approved.

Regarding access management, a note should be placed on the Final Plat stating the Traffic Engineering comments, if approved.

The applicant submitted the following concerning the Rezoning:

> *The purpose of this application is to request a zoning change for the subject property currently zoned R-1 Residential. The owner is proposing warehouses to be constructed on the property requiring I-1 Light Industrial zoning. This area of Halls Mill Road has been shifting from residential to Industrial and Business properties for the past several years. The remaining Residential zoned properties are gradually being vacated and sold for commercial use. It is for this reason we believe a zoning change to I-1 is in keeping with the trend in this area.*

The property is bounded to the East by I-1, Light Industry District and R-1, Single-Family Residential District; to the West by B-1, Buffer Business District, B-2, Neighborhood Business District, and I-1; to the South, by R-1; and to the North, by B-3, Community Business District, R-1, and I-1.

Section 64-9. of the Zoning Ordinance states that 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.

Section 64-9.A.2.a. of the Zoning Ordinance states that a newly proposed I-1 district should contain at least four (4) acres of land. The subject is 34.4± acres, and abuts existing I-1 properties.

The applicant states that changing conditions in the area make the proposed rezoning necessary and desirable. There have been several rezoning applications along this segment of Halls Mill Road to I-1 and I-2 approved by the Planning Commission in the past year, supporting this. Based on the size of the property, and changing conditions in the area, the proposed rezoning may be appropriate.

RECOMMENDATION

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

1) dedication to provide a minimum of 35-feet to the centerline of Halls Mill Road;
2) depiction of the 25-foot minimum building setback line along Halls Mill Road, adjusted for dedication;
3) retention of the lot size label in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information, adjusted for dedication;
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) Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. C) 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. D) Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 22 - #92) LOTS 1 and 2 will share the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT 1 – NONE, LOT 2 – NONE. E) 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. 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: (*Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of 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 (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.*).

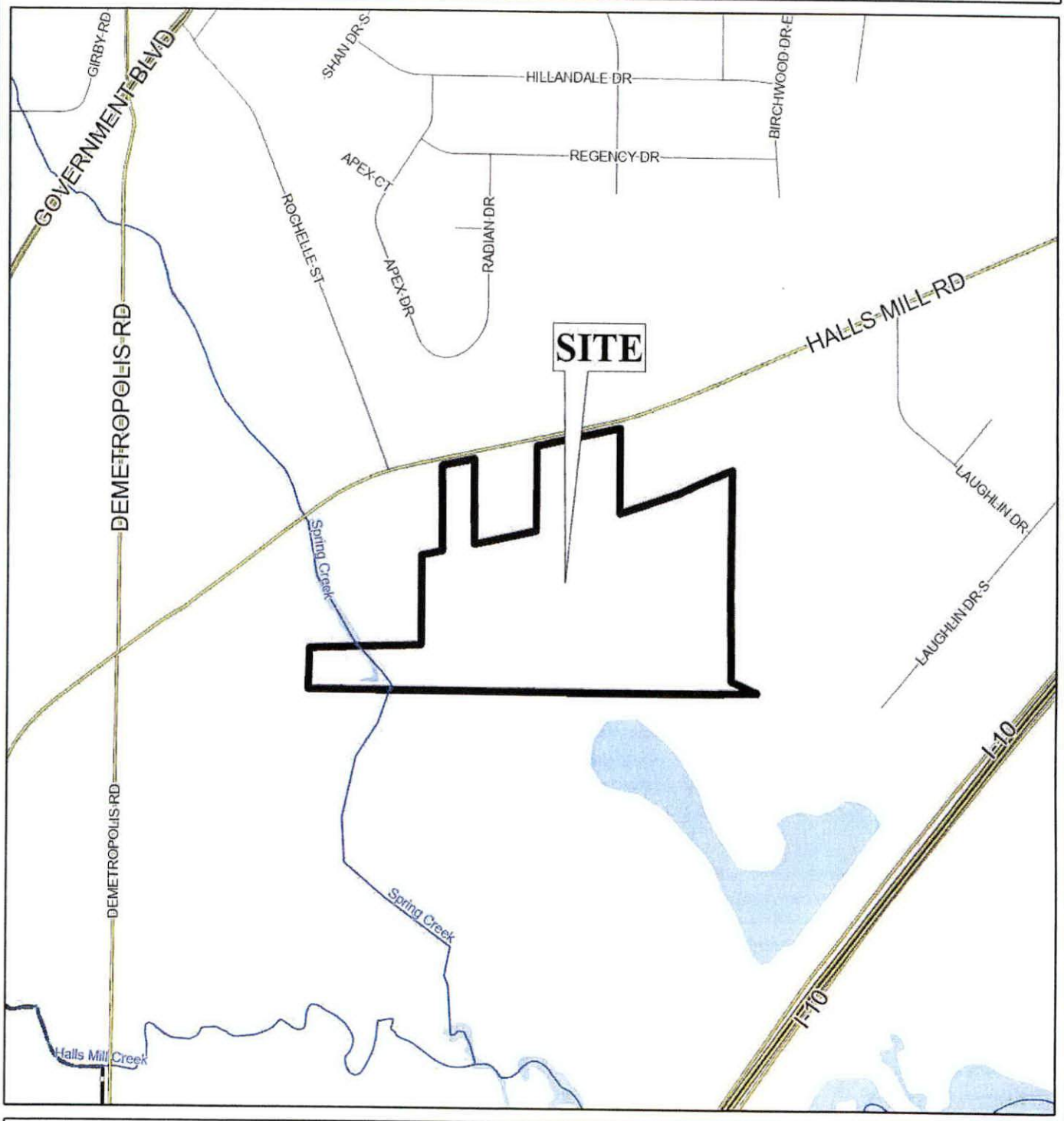
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) changing conditions in a particular area make a change in the Ordinance necessary and desirable

The approval should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 6 DATE January 5, 2023

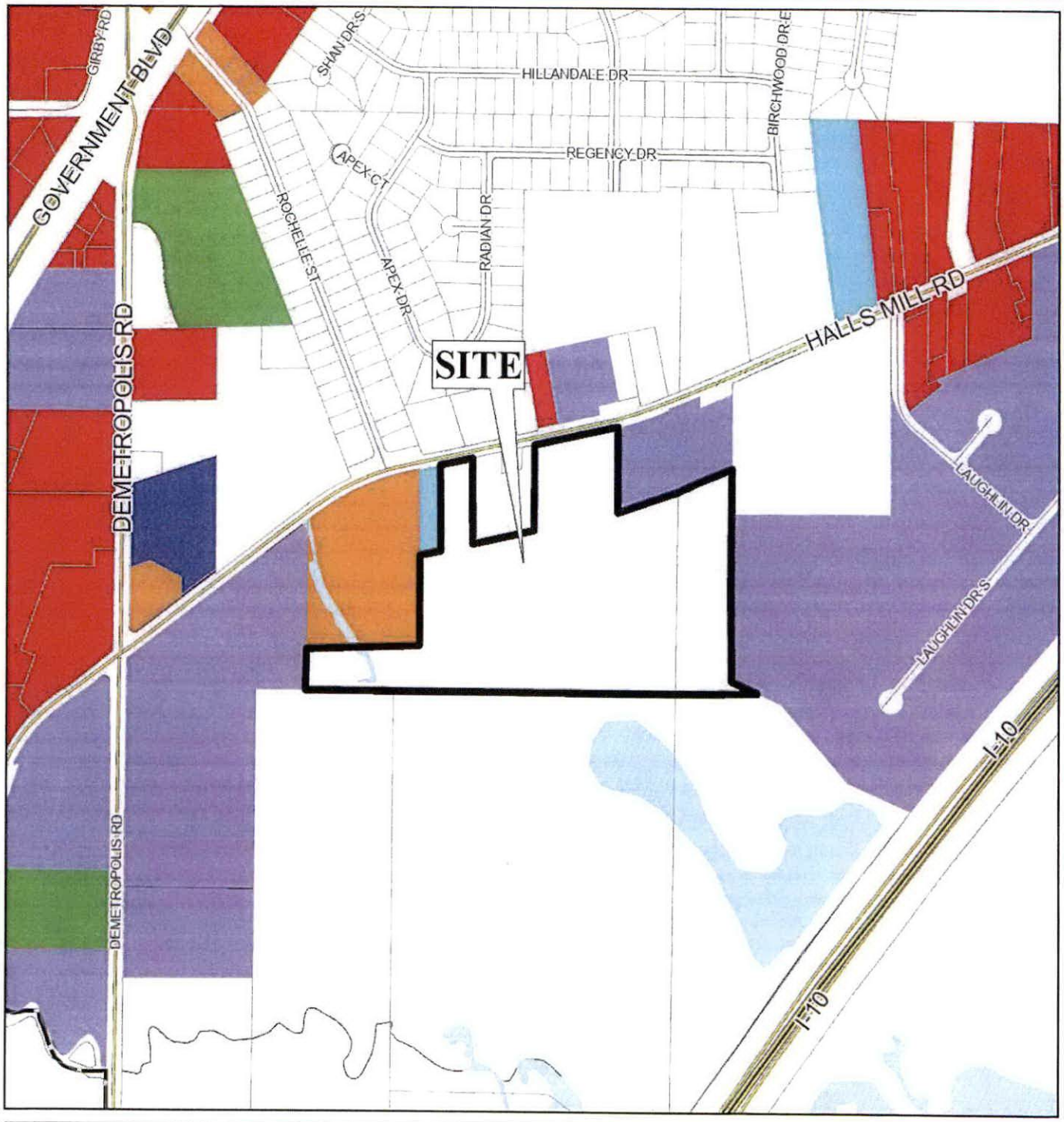
APPLICANT Persons Service Subdivision

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE January 5, 2023

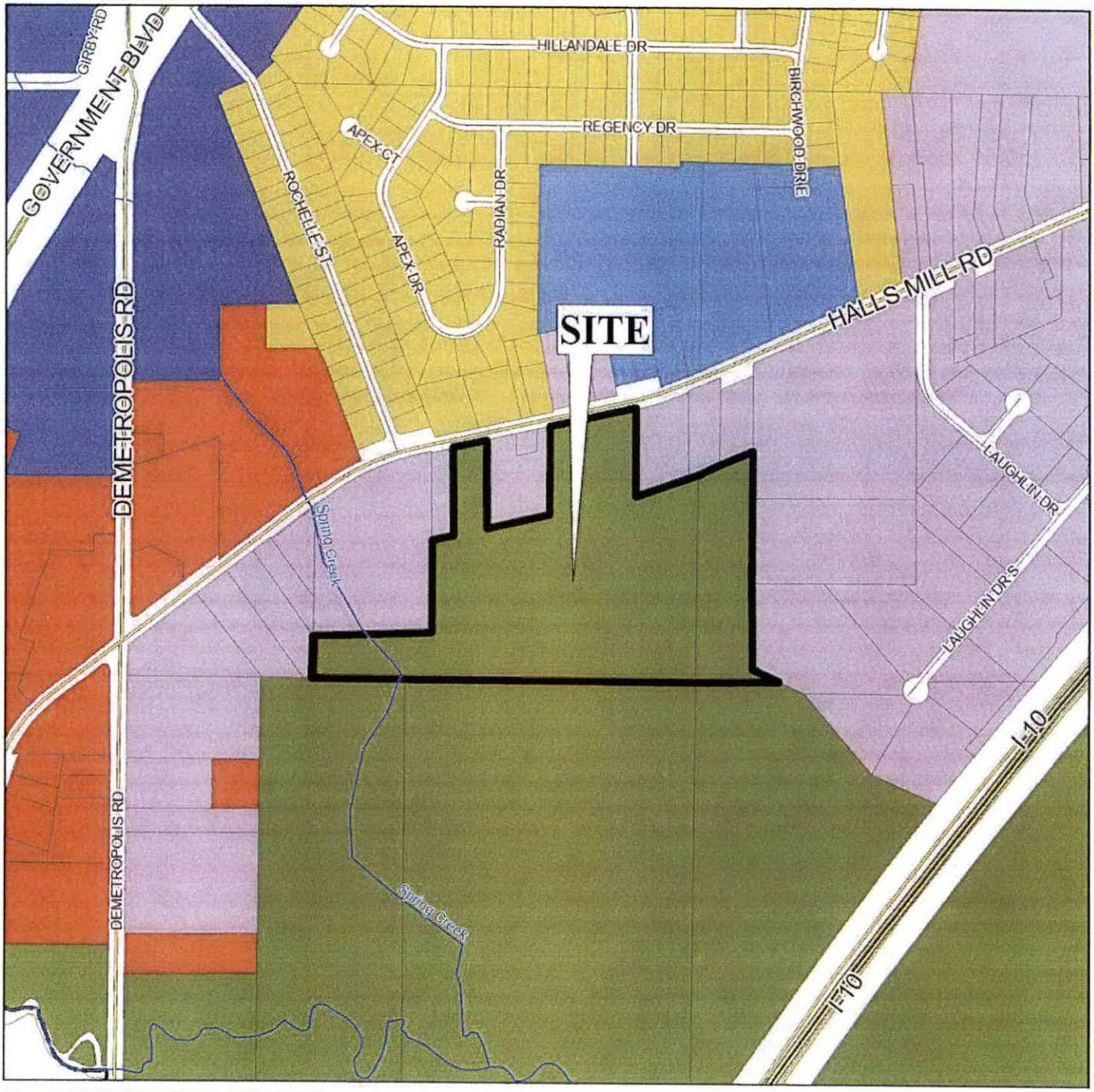
APPLICANT Persons Service Subdivision

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE January 5, 2023

APPLICANT Persons Service Subdivision

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

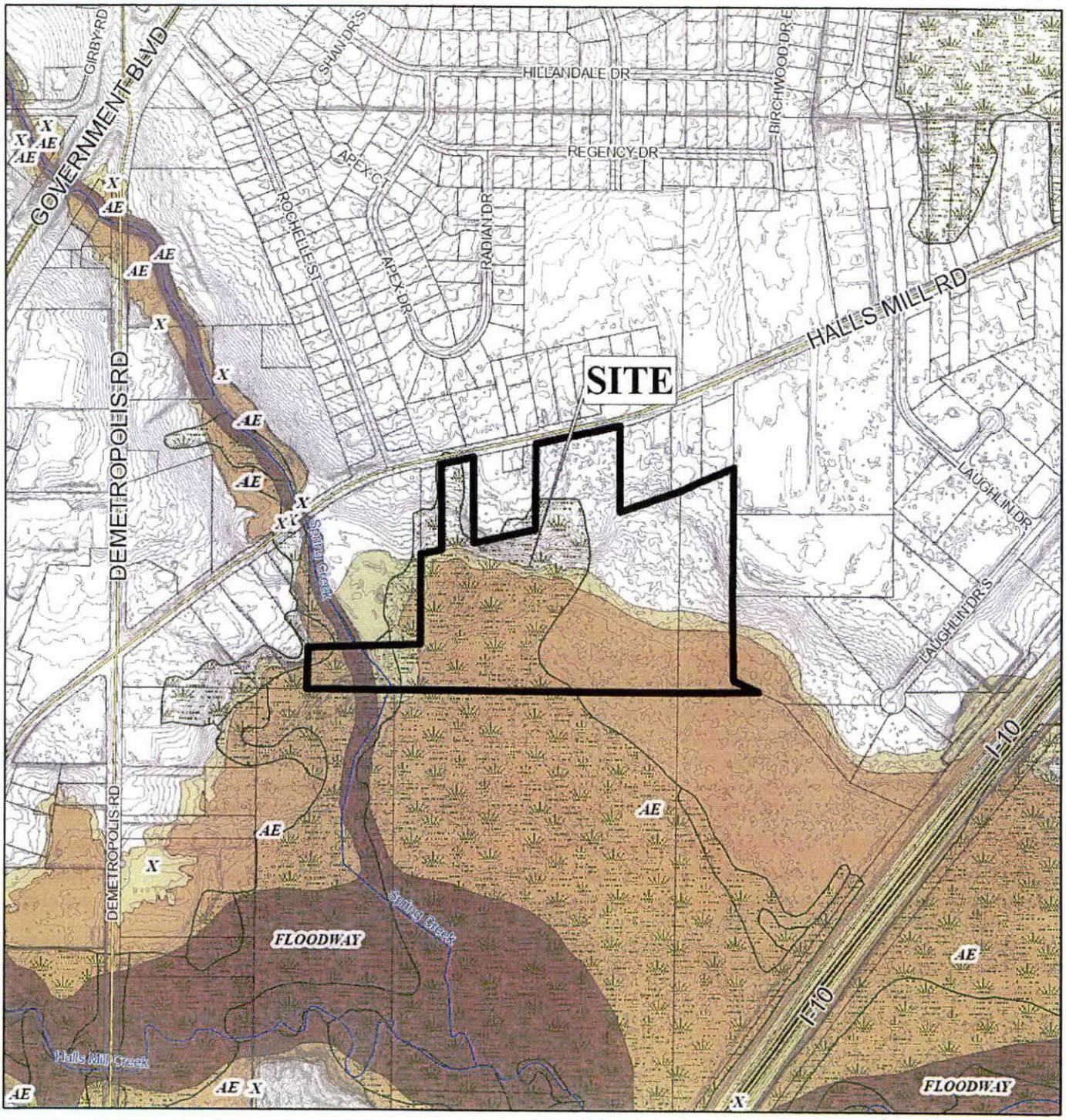
Layer2

- 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 6 DATE January 5, 2023

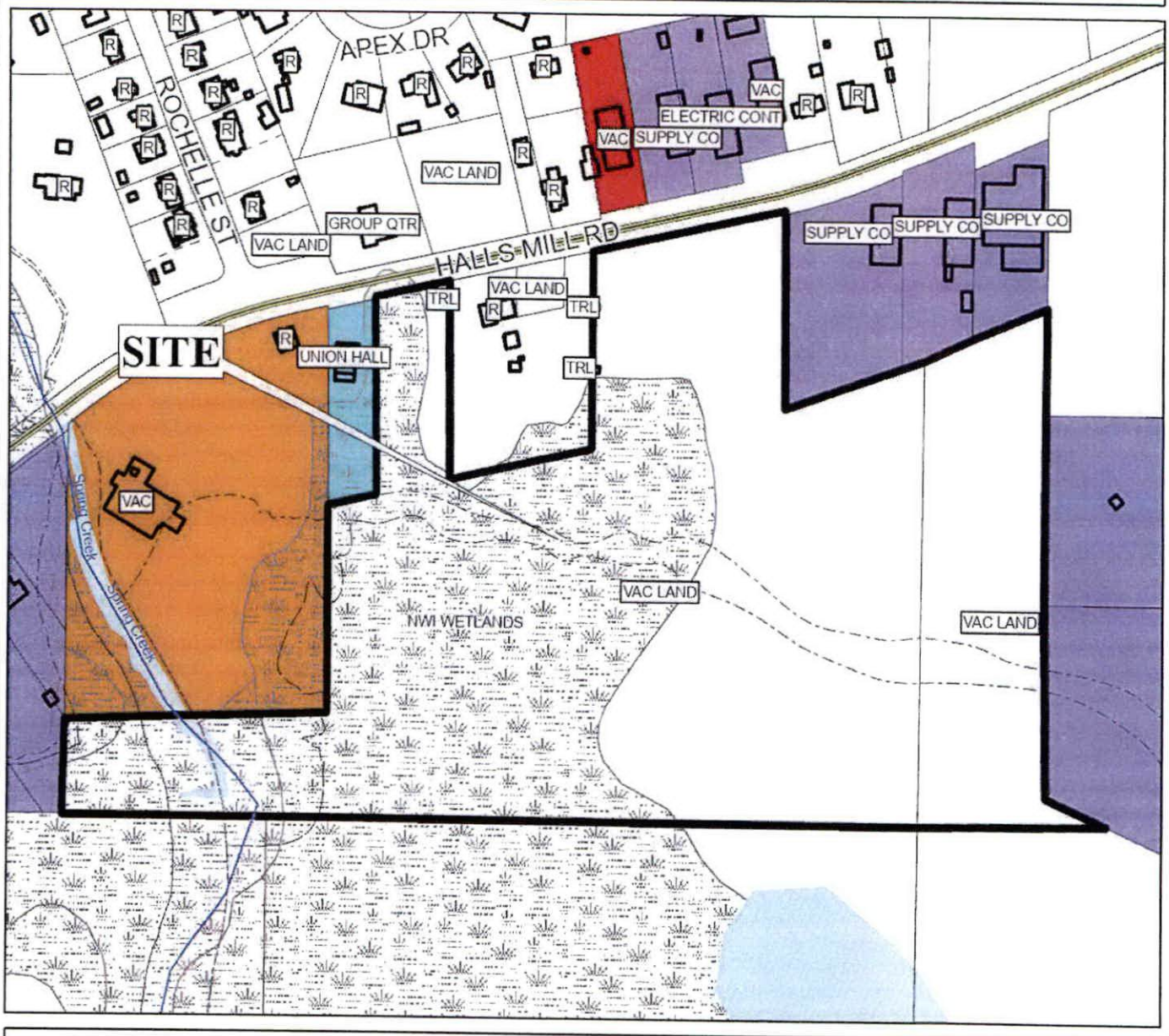
APPLICANT Persons Service Subdivision

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and industrial units.

APPLICATION NUMBER 6 DATE January 5, 2023

APPLICANT Persons Service Subdivision

REQUEST Subdivision, Rezoning from R-1 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 residential and industrial units.

APPLICATION NUMBER 6 DATE January 5, 2023

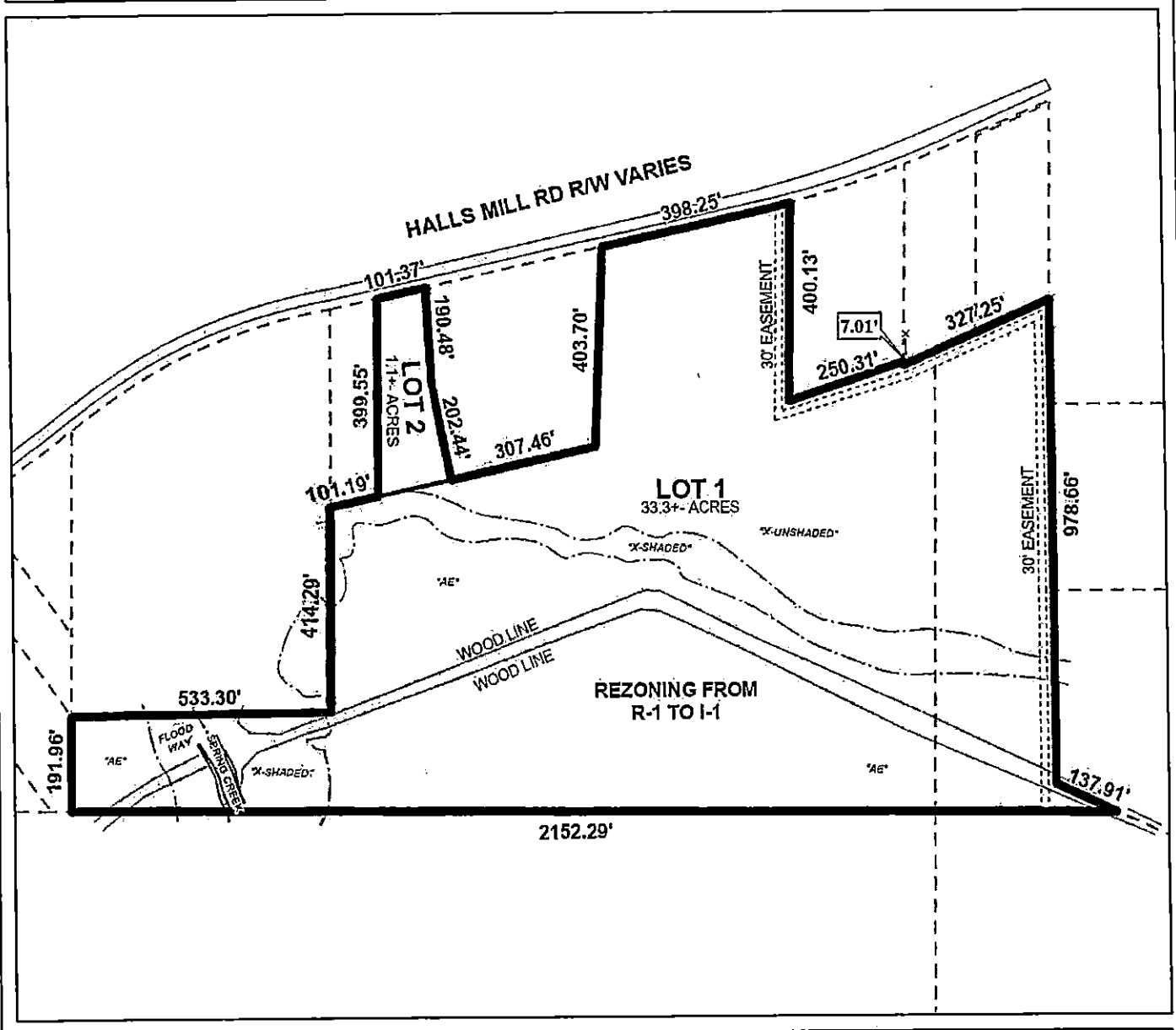
APPLICANT Persons Service Subdivision

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

N

NTS

SITE PLAN



The site plan illustrates the proposed lots, easements, and wood line.

APPLICATION NUMBER 6 DATE January 5, 2023

APPLICANT Persons Service Subdivision

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

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:3/21/2023

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/17/2023 - 10:54 AM

41-338 **2023**

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

A RESOLUTION CALLING FOR A PUBLIC HEARING PROPOSING AN AMENDMENT TO TAX INCREMENT FINANCING DISTRICT ONE IN THE CITY OF MOBILE, AUTHORIZING THE PREPARATION OF AN AMENDMENT TO THE TAX INCREMENT FINANCING DISTRICT ONE PLAN, AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO PERFORM CERTAIN ACTIONS REQUIRED BY ALABAMA LAW, AND DIRECTING THE PUBLICATION OF THIS RESOLUTION

Sponsored by: Council President Small & Mayor Stimpson

WHEREAS, the City of Mobile, Alabama (the "City") proposes an amendment to Tax Increment Financing District One ("TIF District One"), created as authorized by Resolution of the City Council of the City of Mobile, Resolution No. 60-528 adopted September 21, 1993, pursuant to Ala. Code §§ 11-99-1 *et seq.* (the "Act") and located within the city limits of the City; and

WHEREAS, pursuant to the Act, the City Council of the City desires to initiate certain procedures required by the Act and to authorize certain actions to be taken in furtherance thereof.

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

1. The City Council proposes an amendment to TIF District One, pursuant to the Act. TIF District One includes certain parcels of real property in downtown Mobile within the Henry Aaron Loop and the industrial areas on both sides of the Mobile River adjacent to downtown and along Highway 98 and Battleship Parkway, as depicted on **Exhibit A** hereto and incorporated herein by reference. The boundaries of TIF District One will stay the same.

2. The Mayor of the City is hereby authorized to direct City staff to prepare an amendment to the Project Plan for TIF District One.

3. The President of the City Council (or in his absence, the president pro tempore) is hereby authorized and directed to make written or other submissions required and give any notices or notifications required by the Act, with respect to consideration of the amendment to TIF District One, on behalf of the City Council.

4. The City Council shall meet at 10:30 a.m. on the 4th day of April, 2023, in the Council Chambers of the City of Mobile, Alabama, located at 205 Government Street, Mobile, Alabama, for the purpose of holding a public hearing, pursuant to Ala. Code §§ 11-99-1 *et seq.*, at

which date, time and place all interested parties will be afforded a reasonable opportunity to express their views on the concept of tax increment financing, on the proposed amendment to TIF District One with its existing boundaries, and its benefits to the City.

5. This Resolution shall be published at length in the *Lagniappe* on the 22nd day of March, 2023, and on the 29th day of March, 2023, both of which publications shall be within the fifteen (15) day period immediately preceding the date of the public hearing, and shall constitute notice of the aforementioned pubic hearing.

6. Any prior actions taken by any officers of the City in connection with the proposed TIF District are hereby ratified and confirmed.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA this the _____ day of **March, 2023**.

ADOPTED:

_____

Lisa C. Lambert, City Clerk

EXHIBIT A

Map

(attached)

City of Mobile Tax Increment Financing District 1

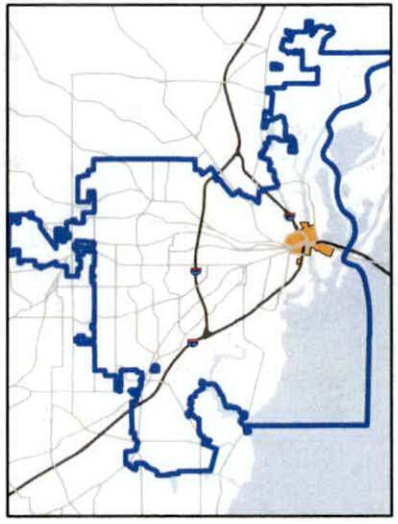
Downtown Area

TIF District 1

Schools - Public

Parks

Location within Mobile City Limits



Prepared By:
City of Mobile GIS
Date:
March 3, 2023
Data Source:
Base Map - City of Mobile GIS
TIF Boundary - City of Mobile GIS