AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, February 28, 2023, 10:30 AM

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

   Bishop Levy Knox, Living Word Christian Center International Ministries
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   February 22, 2023
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Emily Naron for a waiver of the Noise Ordinance at 3404 Moffett Road on March 3, 2023, from 6:00 p.m. - 9:00 p.m. (District 1).
10. **PUBLIC HEARINGS**

    Public hearing to consider approval of a Certificate of Public Convenience and Necessity to Ten65, LLC to operate a shuttle service.

    Public hearing to declare the structure at 56 Brucewood Drive, East a public nuisance and order it demolished (District 1).

    Public hearing to declare the structure at 3139 Sycamore Lane a public nuisance and order it demolished (District 1).

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

Public hearing to declare the structure at 1210 Alba Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 919 Nellie Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 5937 Westhaven Drive, South a public nuisance and order it demolished (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Thomas Mitchell - Abuse of power.

Marvin Lue - Annexation

Timothy Hollis - Recap Mardi Gras and MPD regarding permits and venue closures.

12. CONSENT RESOLUTIONS HELD OVER

37-170 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Family Dollar Store #224765, 1281 A Dauphin Island Pkwy. (sponsored by Councilmember Small).

13. CIP RESOLUTIONS HELD OVER

21-212 Authorize contract with Michael Baker International, Inc., for Woodcock Creek, West Branch, Drainage Improvements; $190,843.15 (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

14. RESOLUTIONS HELD OVER

08-213 Approve purchase order to Graybar Electric Co., Inc. for LED street light fixtures; $27,481.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-214 Approve purchase order to CDW Government, LLC for Apple iPad Mini tablets for Public Services Dept.; $16,539.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-215 Reallocate funds in Capital Project Stormwater-Misc. Bridge Improvements; Alabama Municipal Trust Fund to Capital Project Pinto Pass Bridge-Settlement ALDOT (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

21-216 Authorize contract with Pierre Hall to provide tennis lessons for Parks and Recreation Dept.; NTE $80,000.00 per year (sponsored by Mayor

Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

21-217 Authorize consultant contract with The Architects Group, Inc. for kitchen flooring replacement at the Arthur R. Outlaw Convention Center; $16,330.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-218 Authorize contract with Cummings Architecture Corp. for design services of bathroom and elevator renovations at the Arthur R. Outlaw Convention Center; $28,460.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

31-219 Authorize a grant application to South Alabama Regional Planning Commission for the Enhanced Mobility for Seniors and Individuals with Disabilities Grant; $360,000.00 (20% match required) (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

60-220 Authorize Settlement Agreement and Release of Claims; Blackwell (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. CONSENT RESOLUTIONS BEING INTRODUCED

37-221 Recommend approval to the ABC Board for issuance of a Special Events Retail License to Callaghan's St. Patrick's Day Street Party; 250 Marine Street (sponsored by Councilmember Carroll).

40-222 Declare the structure at 56 Brucewood Drive, East a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-223 Declare the structure at 3139 Sycamore Lane a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-224 Declare the structure at 557 Cedar Avenue a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-225 Declare the structure at 1210 Alba Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-226 Declare the structure at 919 Nellie Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-227 Declare the structure at 5937 Westhaven Drive, South a public nuisance and order it demolished (sponsored by Councilmember Gregory).

60-228 Approve award of special bonus to the Administrative Services Employee of the Month; Gromen (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services Dept.).

60-245 Determine an appropriation to the United Methodist Inner City Mission of Mobile serves a public purpose and approve payment (sponsored by

Councilmember Small) (submitted by Rebecca Christian, Accounting Dept.).

16. CIP RESOLUTIONS BEING INTRODUCED

21-229 Authorize contract with Harris Contracting Services, Inc. for improvements at James M. Seals, Jr. and Hackmeyer Parks; $1,694,900.00 (sponsored by Councilmembers Carroll & Daves and Mayor Stimpson) (submitted by Cassie Boatwright, Real Estate Asset Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-230 Authorize agreement between the City of Mobile and the South Alabama Regional Planning Commission; NTE $50,000.00 (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks and Recreation Dept.).

01-231 Authorize Intergovernmental Agreement between the City of Mobile and the Mobile County District Attorney's Office (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-232 Approve purchase order to Dana Safety Supply, Inc. for Chevrolet Tahoes for MPD; $117,630.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-233 Approve purchase order to Liftnow Automotive Equipment, Corp. for tire-changing machine for Municipal Garage; $17,440.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-234 Approve purchase order to Mike Hoffman Equipment Services, Inc. to replace gasoline piping at Municipal Garage; $49,958.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-235 Approve purchase order to Emergency Services Consulting International for Code 3 Strategist Emergency Operations Modeling Software, setup and 1-year subscription for MFRD; $38,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-236 Approve purchase order to Ward Apparatus, LLC for Rescue Truck for MFRD; $260,488.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-237 Authorize contract with C Spire Business SSolutions for voice-over-internet protocol telephone service and support (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT Dept.).

21-238 Authorize contract amendment with Watkins Acy Struck Design, Inc. for Mardi Gras Park; $17,187.15 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-239 Authorize contract with Arena Fire Protection, Inc. for fire alarm

systems inspections & testing at various City locations; $176,875.00 total (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-240 Authorize contracts with Thompson Consulting Services, LLC and Tetra Tech, Inc. for post disaster debris removal monitoring and consulting services (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

25-241 Accept permanent sidewalk easement needed for 2023 Citywide sidewalk repair and maintenance (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept. and Carleen Stout-Clark, Real Estate Dept.).

37-242 Consider approval of a Certificate of Public Convenience and Necessity to Ten65, LLC to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

18. CALL FOR PUBLIC HEARINGS

41-243 Call for public hearing to rezone property located at 6815 Cary Hamilton Road from R-A to I-1 (scheduled for March 28, 2023) (District 4).

41-244 Call for public hearing to amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022 (scheduled for March 28, 2023) (District 2).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/23/2023 - 9:44 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/23/2023 - 9:47 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/23/2023 - 11:17 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

CITY CLERK DEPARTMENT

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: EMILY NARON
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-680-9194

Organization (if applicable) ULTIMATE AUDIO FABRICATION, LLC

Mailing Address of Applicant 3404 MOFFETT ROAD SUITE 1 MOBILE, AL. 36607

Telephone No. 251-461-6087 E-mail address EMILYNARON@GMAIL.COM

Location or address of event where amplification will be used:

3404 MOFFETT ROAD SUITE 1 MOBILE, AL. 36607

Date of Event: **1st Friday of every month** Starting Time: **6:00 p.m.** Ending Time **9:00 p.m.**

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

Type of Event: Car show/meet-n-greet the first Friday of every month - open to the public. It takes place inside our shop and outside on private property. All businesses in the area are closed or have given permission for event to take place.

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

Music containing obscene language or profanity is prohibited

2022 DEC 28 AM 9:

1st Friday of every month:
January 6, 2023
February 3, 2023
March 3, 2023
April 7, 2023
May 5, 2023
June 2, 2023

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

July 7, 2023
August 4, 2023
September 1, 2023
October 6, 2023
November 3, 2023
December 1, 2023

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Lisa C. Lambert, City Clerk

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/8/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 4:10 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Ten65, LLC to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on February 28, 2023, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Ten65 Transportation, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Quentin D. Agee individually or on behalf of Ten65 Transportation, 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:

Quentin D. Agee

Business Addres

Telephone: 251 895 0602 Trade Name Ten65 Transportation, LLC

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: SSN:

Residence Address:

1900 Rachael Court	Mobile	AL	36695
Address	City	State	Zip code

Telephone Number: 251 895 0602 Driver's License #:

Residing in Mobile County: Years: 35 Months:

U.S. Citizenship: Yes ✓ No

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Quentin Agee	Tenos Transportation, LLC	1900 Rachael Ct - Mobile, AL 36695	100%

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☑ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Any + All

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: GMC	Year: 2020	Model: Sierra
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.

Quentin D. Agee
Applicant's Signature

NAME OF ENTITY:

Tamecca S. Bell

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 27th **DAY OF** January, **20** 23

Tamecca S. Bell
Notary Public

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Quentin Dionysos Agee

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'8"

Weight: 180

Hair Color: B

Eye Color: B

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.

Quentin D. Agee
Signature

01/27/2023
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: Quentin Dionysos Agee

Date of Birth: _____ Security #: _____

Present Address 5

Home Phone Number: 251 895 0602 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: State of Alabama - 739 N. University Blvd - Mobile, AL 36608

Present Position/Title: Disability Specialist

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Quentin D. Agee
Signature

01/27/2023
Date Signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	AGEE, QUENTIN DIONYSOS		
Address:		**Nick Name:**	
Phone:	251-895-0602		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	35
Weight:	165	**Eyes:**	BROWN
Height:	5'08"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:** [illegible]	**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:
NO RECORD
CHECKED BY: [signature]
DATE: 1/27/23

THE CITY OF MOBILE, ALABAMA
With Respect for Everyone
POLICE DEPARTMENT

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement

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	2/23/2023 - 11:52 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement

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	2/23/2023 - 11:54 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/23/2023 - 12:03 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement

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	2/23/2023 - 1:01 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement

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	2/23/2023 - 1:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement

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	2/23/2023 - 1:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/23/2023 - 1:43 PM

CITY CLERK DEPARTMENT

2023 FEB 23 PM 12:33

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: Thomas Mitchell Date: 2/23/23

Address: 109 S. Montery St. 36604

Phone: 251.753.9739 Email ivanisme@icloud.com

Date to Address City Council: 2/28/23

Subject (must be completed): Abuse of Power

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/23/2023 - 2:22 PM

CITY CLERK DEPARTMENT

2023 FEB 23 PM 1:50

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: Marvin Lue Date: 2/23

Address: 1252 Dr MLK JR Ave 36603

Phone: 786·375·1011 Email MarvinLue@yahoo.com

Date to Address City Council: 2/28/23

Subject (must be completed): Annexation

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

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	2/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/23/2023 - 3:31 PM

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Timothy Helms Date: 2/23/23

Address: 1924 Seale St.

Phone: (251) 402-6427 Email: _____

Date to Address City Council: 2/28/23

Subject (must complete): Recap Mardi Gras and Mobile Police Dept. regarding permits and venue closures.

Specific Questions: _____

Signature: by phone

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
FD D3	Cover Memo	2/8/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 1:52 PM

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 the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Family Dollar Stores of Alabama, LLC
Location:	Family Dollar #224765 1281 A Dauphin Island Parkway Mobile, AL 36605

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5554

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 01.31.2023

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:

050 - RETAIL BEER (OFF PREMISES ONLY)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

(Type of License)

TO: *FAMILY DOLLAR STORES OF ALABAMA LLC*

Trade Name: FAMILY DOLLAR #24765

Location: 1281A DAUPHIN ISLAND PARKWAY MOBILE AL 36605

This business is located within the City's corporate limits.

Comments:
TRANSFER APPLICATION
AGENDA 02.14.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
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Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 02.14.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5554

☐ **NEW APPLICATION** ☑ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

FAMILY DOLLAR STORES OF ALABAMA LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **050 - RETAIL BEER (OFF PREMISES ONLY)**
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *FAMILY DOLLAR STORES OF ALABAMA LLC*

TRADE NAME: FAMILY DOLLAR #24765

LOCATED AT: 1281A DAUPHIN ISLAND PARKWAY MOBILE AL 36605

☐ 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: MELANIE MATHIS **PHONE#:** 678.739.1059

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *TRANSFER-OWNERSHIP*
Application Date: 01.31.2023
Application No: 5554

Type License: ***050 - RETAIL BEER (Off Premises Only)***

Type License: ***070 - RETAIL TABLE WINE (Off Premises Only)***

Name of Applicant(s) ***FAMILY DOLLAR STORES OF ALABAMA 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
BARNETT, PETER ALLAN	PRESIDENT	11.20.1962 CHICAGO ILLINOIS (COOK)	
DEAN, ROGER WAYNE	VICE PRESIDENT	10.17.1971 ROANOKE VA	
SPENCER. HARRY RASHARD	ASSISTANT SECRETARY	02.10.1979 CHICAGO ILLINOIS (COOK)	

Corporate information: 056-230 (Enter book & page or document info) Date: 02.03.2016 (Incorporation or Authority) County: VA

Trade Name ***FAMILY DOLLAR #24765***

Location 1281A DAUPHIN ISLAND PARKWAY MOBILE AL 36605

Mailing Address 500 VOLVO PARKWAY CHESAPEAKE VA 23320
(Include Street or Post Office Box Address City State, and Zip Code)

☑ **Previous Licensee Information** ☐ **Transferee**

Licensee Name FAMILY DOLLAR STORES OF ALABAMA INC Type 990

Trade Name FAMILY DOLLAR #24765 License No# 010047249

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

1

What is the applicant(s) primary business at this location? VARIETY STORE

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

YES ... SEE ATTACHED SHEET

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** Barbara Vernon 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** Barbara Vernon POA

COUNTY OF **MOBILE** **TITLE** DISTRICT MANAGER - POA **DATE**_____

The undersigned FAMILY DOLLAR STORES OF ALABAMA LLC -

(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.

Barbara Vernon POA

Signature of Affiant

Sworn to and subscribed before, me this 31st day of January 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 FAMILY DOLLAR LICENSING DEPARTMENT E-mail: AB-LICENSING@DOLLARTREE.COM

Phone Number: Home: 757.698.7582 Cell: _____ Bus: 757.698.7582

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *NO*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 0 License premises includes patio area *NO*

Square Footage 10437

License covers: *ENTIRE STRUCTURE*

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
BARNETT, PETER ALLAN	NONE		
DEAN, ROGER WAYNE	NONE		
SPENCER-HARRY RASHARD	DUI	VIRGINA BEACH POLICE DEPT APRIL 2005	FINE PAID

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: Barbara Vernon POA

Lease /Property Ownership

Name of Property Owner/Lessor: SOUTHERN DEVELOPMENT OF MISSISSIPPI INC 601.794.2253

Address of Property Owner/Lessor: PO BOX 1207 PURVIS MS 39475

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) BV

Alabama Limited Power of Attorney

BE IT ACKNOWLEDGED that I, Family Dollar Stores of Alabama, LLC,
Full Name of Principal

56-1234186, the undersigned, do hereby grant a limited and
social security number

specific power of attorney to Barbara Vernon
Full Name

of 2755 Pleasant Valley Road, Mobile, AL 36606-2162
Address

as my attorney-in-fact.
Said attorney-in-fact shall have full power and authority to undertake and perform only the following acts on my behalf:

Anything pertaining to alcohol licensing for locations in Mobile, AL

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein.

My attorney-in-fact agrees to accept this appointment subject to its terms, and agrees to act and perform in said fiduciary capacity consistent with my best interest, as my attorney-in-fact in its discretion deems advisable.

This power of attorney is effective upon execution. This power of attorney may be revoked by me at any time, and shall automatically be revoked upon my death, provided any person relying on this power of attorney shall have full rights to accept and reply upon the authority of my attorney-in-fact until in receipt of actual notice of revocation.

Signed this 31 day of JANUARY, 2023.

Principal's Signature

State of ~~Alabama~~ VIRGINIA)
CITY
~~Parish~~ of CHESAPEAKE) §

On this 31 day of JANUARY, in the year 2023 before me
RHONDA ADAMS, a notary public, personally appeared
HARRY R. SPENCER, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

R. Adams
Witness my hand and official seal.

RHONDA JEAN ADAMS
NOTARY PUBLIC
REGISTRATION # 7968300
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
DECEMBER 31, 2026

Business License & Taxes

Bill Detail

View Bill

Bill Year	2023
Bill Number	1485797
Owner Name	FAMILY DOLLAR STORES OF ALABAMA LLC

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$50.00
Total Unpaid Balance			$0.00
TOTAL DUE			$0.00

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CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

032034-0004 SHAWN S. 02/03/2023 06:46AM

BUSINESS LICENSE
FAMILY DOLLAR STORES OF ALABAMA LLC
61495
2023 Item: 1485797
ALCOHOL APPLICATION FEE 50.00

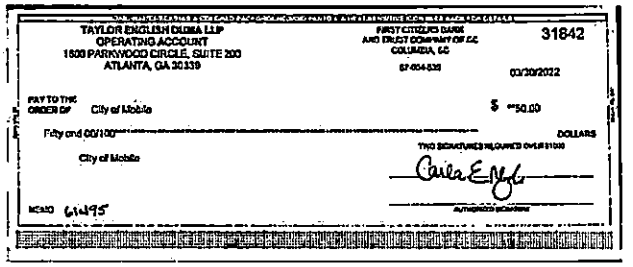
50.00

Subtotal 50.00
Total 50.00

CHECK 50.00
Check Number 31842

Change due 0.00

Paid by: FAMILY DOLLAR STORES OF ALABAMA LLC



Thank you for your payment

CUSTOMER COPY

DOLLAR TREE | FAMILY DOLLAR

August 11, 2022

To Whom It May Concern:

I, Harry R. Spencer, Assistant Secretary of Family Dollar Stores, Inc., duly authorize the employees, attorneys, and agents of Taylor English Duma LLP and Taylor English Decisions, LLC to act on behalf of Family Dollar Stores, Inc. and its related entities, for all activities concerning the filing and updating of permits and licenses held by our company. This authorization includes, but is not limited to, acquiring any information regarding the license or permit and signing any necessary forms, applications or documents.

Additionally, we request any correspondence relating to the application process be sent to the following address:

Taylor English Duma LLP
ATTN: Drina Miller
1600 Parkwood Circle, Suite 200
Atlanta, GA 30339
dmiller@taylorenglish.com

Should there be any questions or concerns regarding this authorization, please contact Ms. Sharon Wesselhoft of Family Dollar at 757-991-5008 x.14008 or swesselh@dollartree.com. Ms. Wesselhoft can also be reached via mail at 500 Volvo Parkway, Chesapeake, VA 23320.

Thank you,

Harry R. Spencer
Assistant Secretary

Before me, _____ on this day personally appeared, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of August, 2022.

JENNIFER LEE TACKETT
NOTARY PUBLIC
REGISTRATION # 7941018
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2025

_____
Notary Public

My Commission Expires: 1/31/25

(SEAL)

INFORMATION SHEET

Contact Person: James Balli **Phone #:** 678-336-7240

Business Name: Family Dollar #24765

Corporation Name: Family Dollar Stores of Alabama, LLC

Business Address: 1281 A Dauphin Island Parkway, Mobile, AL 36605

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. S598649-4 **County** Richmond ;
(Enter book and page or document info)
Date 02/03/2016
(Incorporation or Authority)

Is business equipped with table & chairs? N/A **Building seating capacity;** N/A

Does the premises have a fully equipped and operational kitchen? No

Is the place of business habitually used to serve food to the public? No

If not kitchen equipped, is any type of food served? N/A **If yes explain:**

Square Feet of building 10,437 SQ FT

For a SPECIAL EVENT, list dates: from N/A **to** N/A .
Type of Event .

IF OPERATING AS A PRIVATE CLUB: N/A

- ⇒ **Does club charge & collect dues from elected members?** _____
- ⇒ **How many paid-up members are there in the Club?** _____
- ⇒ **Are regular meetings held?** _____ **If so, when?** _____
- ⇒ **Is business conducted through officers regularly elected?** _____
- ⇒ **Are members admitted by written application, investigation & ballot?** _____
- ⇒ **For what purpose is the Club organized & operated. Social____; Patriotic____; Political____; Athletic____.**
- ⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
- ⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
- ⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Family Dollar Stores of Alabama, LLC
Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (X) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC

Members Full Name (*First, Middle, Last*) Peter Allan Barnett

Social Security # [redacted] Race: White Sex: (X)M ( )F

Driver License# _____ State VA

Title (*i.e. Owner, President, Member*) President

Date of Birth 11 / 20 / 1962

Place of Birth Cook Illinois USA
County *State* *Nation*

Present Address: 3
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 3 yrs Home# 757-321-5000 Cell# _____

****

Full Name (*First, Middle, Last*) Harry Rashad Spencer

Social Security # _____ Race: Black Sex: (X)M ( )F

Driver License# _____ State VA

Title (*i.e. Owner, President, Member*) Assistant Secretary

Date of Birth 02 / 10 / 1979

Place of Birth Cook Illinois USA
County *State* *Nation*

Present Addre
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 3 yrs Home# 757-321-5000 Cell# _____

Full Name (*First, Middle, Last*) Roger Wayne Dean

Social Security #_____ Race: White Sex: (X)M ( )F

Driver License#_____ State VA

Title (*i.e. Owner, President, Member*) Vice President

Date of Birth 10 / 17 / 1970

Place of Birth Roanoke Virginia USA
County *State* *Nation*

Present Addres
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 10 yrs Home# 757-321-5000 Cell#_____

****

Full Name (*First, Middle, Last*) N/A

Social Security #_____ Race:_____ Sex: ( )M ( )F

Driver License#_____ State_____

Title (*i.e. Owner, President, Member*)_____

Date of Birth_____/_____/_____

Place of Birth_____
County *State* *Nation*

Present Address:_____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address:_____ Home#_____ Cell#_____

****

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220113142425691

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** $150.00 **County:** $50.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Trade Name: FAMILY DOLLAR 24765 **Filing Fee:** $100.00

Applicant: FAMILY DOLLAR STORES OF ALABAMA LLC **Transfer Fee:**

Location Address: 1281 A DAUPHIN ISLAND PARKWAY MOBILE, AL 36605

Mailing Address: 500 VOLVO PARKWAY CHESAPEAKE, VA 23320

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:**

Book, Page, or Document info: 056-230

Do you sell Draft Beer?:

Date Incorporated: 01/27/2016 **State incorporated:** VA **County Incorporated:**

Date of Authority: 02/03/2016

Federal Tax ID: 56-1234186 **Alabama State Sales Tax ID:** 680010495

Name:	Title:	Date and Place of Birth:	Residence Address:
PETER A BARNETT	PRESIDENT	11/20/1962 CHICAGO IL	
HARRY R SPENCER E	ASSISTANT SECRETARY	02/10/1979 CHICAGO IL	
DEBORAH E MILLER	VICE PRESIDENT	11/28/1957 PHILADELPHIA PA	

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: LICENSING DEPT
Business Phone: 251-283-6970
Fax:

Home Phone: 757-698-7582
Cell Phone:
E-mail: ab-licensing@dollartree.com

PREVIOUS LICENSE INFORMATION:
Trade Name: FAMILY DOLLAR 24765
Applicant: FAMILY DOLLAR STORES OF ALABAMA LLC

Previous License Number(s)
License 1: 990-010047249
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220113142425691

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SOUTHERN DEVELOPMENT OF MISSISSIPPI INC 601-794-2253
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? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 10437 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 0 Nearest: 0
Nearest school: Nearest church: Nearest residence: 0 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:
HARRY R SPENCER	DUI APRIL 2005	VIRGINIA BEACH VA	PPAID FINE

Family Dollar 24765

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220113142425691

Initial each — **Signature page**

Initial	
	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
N/A	In reference to Special Retail or Special Events retail license, 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.
N/A	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
N/A	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

STEPHANIE REED ANKNEY
NOTARY PUBLIC
REGISTRATION # 7933871
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2025

Applicant Name (print): Harry Spencer

Signature of Applicant:

Notary Name (print): Stephanie Reed Ankney

Notary Signature: Stephanie Reed Ankney

Commission expires: 01/31/2025

Application Taken: 1/13/2022 **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:**

Receipt Confirmation Page

Receipt Confirmation Number: 20220113142425691

Application Payment Confirmation Number: 80743100

Payment Summary	
Payment Item	**Fee**
Application Fee for License 050 and License 070	$100.00
Total Amount to be Charged	$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
050 - RETAIL BEER (OFF PREMISES ONLY)	$50.00	$150.00	$200.00
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	$75.00	$150.00	$225.00
Total Amount to be Charged	$125.00	$300.00	$425.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
License County: MOBILE
Business Type:
Trade Name: **FAMILY DOLLAR 24765**
Applicant Name: **FAMILY DOLLAR STORES OF ALABAMA LLC**
Location Address: 1281 A DAUPHIN ISLAND PARKWAY
MOBILE, AL 36605
Mailing Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
Contact Person: LICENSING DEPT
Contact Home Phone: 757-698-7582
Contact Business Phone: 251-283-6970
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

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
Harry Spencer	April 2005	DUI	Virginia Beach Police	Fully Resolved

I certify that the above information is correct and true.

Director of Construction

Signature & Title

Date: 8/4/2022

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Southern Development of Mississippi, Inc.
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: PO Box 1207, Purvis, MS 39475

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.

DOLLAR TREE.
FAMILY DOLLAR.

Peter Barnett
President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-8795
DOB: 11-20-1962

Todd B. Littler
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-6249
DOB: 11/11/1970

Deborah E. Miller
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-7683
DOB: 11-28-1957

Sandra L Boscia
Assistant Secretary
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-4041
DOB: 09-20-1970

Harry Spencer
Assistant Secretary
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-8132
DOB: 02/10/1979

Christopher H. Williams
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-9245
DOB: 09/14/1970

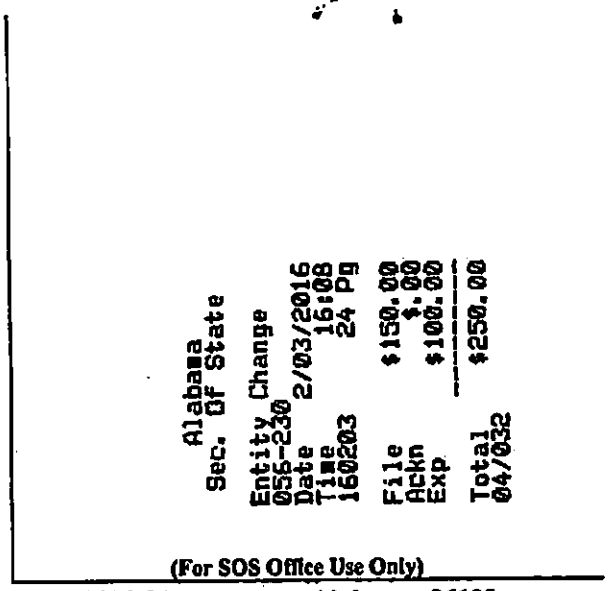
Todd B. Littler
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-6249
DOB: 11/11/1970

October 1, 2021

STATE OF ALABAMA

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

PURPOSE: In order to change a domestic entity (any entity formed in Alabama) to a registered foreign entity (an entity formed outside of Alabama and desiring to transact business in Alabama), the entity must deliver the documentation in this form pursuant to 10A-1-8.04(a)(2), Code of Alabama 1975.



INSTRUCTIONS: Mail two (2) signed copies of the completed Conversion/Registration package, the standard filing fee of $150.00 (filing time is not guaranteed and is dependent on volume and staffing) or the expedited filing fee of $250.00 (guaranteed processing within approximately 3 days after receipt of filing) payable by credit card, check, or money order to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama, 36103-5616, and a check or money order made out to the Judge of Probate in the county where the converting/terminating domestic entity's formation documents were recorded (contact the Office of the Judge of Probate for the county fees).** The Secretary of State will file, certify, and transmit the copy and funds to the Judge of Probate in accordance with 10A-1-4.02(g). The Conversion/Registration will not be registered if the credit card does not authorize and will be removed from the index if the check is dishonored. If you desire a stamped copy returned to you, supply a third copy and a pre-addressed postage paid return envelope. All instructions are included in this form: cover letters/sheets are not necessary and will not be reviewed.

The information completing this form must be typed or it will be returned without review. Faxed and emailed transmissions will not be acknowledged, processed, or returned.

1. **Information on the converting domestic entity (entity will cease to exist as an Alabama Domestic Entity at conversion/termination):**

   Alabama Entity ID number of converting entity: 056-230 (Format 000-000) * **This is not a tax id number or federal employer id number. This number is required to process the filing.**

   ***INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

   The name of the converting domestic entity as currently recorded with the Secretary of State of Alabama:

   Family Dollar Stores of Alabama, Inc.

This Document was prepared by:

Stacy F. Munroe
Williams Mullen
222 Central Park Avenue, Suite 1700
Virginia Beach, VA 23462

(For County Probate Court Office Use Only)

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

County Probate Office in Alabama where the formation documents/articles of this domestic entity were recorded and where the recorded conversion document will be forwarded by SOS: Montgomery County, Alabama

2. **Information on the converted foreign entity(formed/created on conversion) – this entity will be registered as an authorized foreign entity in the State of Alabama under the same entity ID number as the converting entity:**

Converted entity will be (check one):

X Business Corporation	____ Limited Partnership (LP)
____ Nonprofit Corporation	____ Limited Liability Limited Partnership (LLLP)
____ Professional Corporation (PC)	____ Employee Cooperative Corporation
____ Limited Liability Company (LLC)	____ Real Estate Investment Trust
____ Registered Limited Liability Partnership (LLP)	

3. The name of the new foreign entity resulting from this conversion:

Family Dollar Stores of Alabama, LLC.
The name must conform to the name requirements detailed in *Code of Alabama 1975* Title 10A, Chapter 1, Article 5 (see attached filing information sheet for details).

4. If the name in item number 3 above is identical to the name in item number 1 above, or if only the entity identifier (i.e., Inc., LLC, LP, etc.) changes, no name reservation certificate is required. If, however, the name differs in any way other than the identifier a name reservation certificate issued by the Office of the Alabama Secretary of State must be attached to this filing instrument (Name Reservation can be obtained online under Business Services at www.sos.alabama.gov) .

5. Street (**No PO Boxes**) Address of principal office of new foreign/converted entity: 500 Volvo Parkway, Chesapeake, Virginia 23320

Mailing Address (if different)

6. The foreign entity has been filed in the public office of (name of agency and street address):

State Corporation Commission of the Commonwealth of Virginia, Tyler Building, 1300 East Main Street, Richmond, Virginia 23219

of State/Country: Virginia/United States

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

7. **A certified copy of the filed conversion certificate/formation document for the new jurisdiction must be attached (evidences compliance with 10A-1-8.04(a)(1)). The document must include the formation document for corporations. If the conversion document is filed in the foreign jurisdiction is dated more than one year prior to the filing date/receipt by the Alabama Secretary of State of this document, you must provide a current certificate of existence or good standing if the entity is a Limited Partnership, Limited Liability Partnership, or Limited Liability Limited Partnership.**

8. Name of registered agent for service of process in Alabama (must be an individual who is a resident of Alabama or an entity registered to do business in the state and maintaining a physical location within Alabama):____

   Individual Name: _____ OR

   Organization/Entity Name: C T Corporation System _____

   If an organization/entity is indicated you must provide the entity's Alabama Entity ID Number (see page 1 for search instructions or obtain the number from the entity): 851-167 (Format 000-000)

9. Street (**No PO Boxes**) Address of registered office (**MUST** be physically located in Alabama and the location of the registered agent):

   2 North Jackson Street, Suite 605, Montgomery, Alabama 36104 _____

   Mailing Address in Alabama (if different)_____

10. If the converted entity is one in which one or more owners lack limited liability protection, a statement that each owner of the converting entity who is to become a owner without limited liability protection of the resulting entity has consented in writing to the conversion as required by 10A-1-8.01 is attached.

11. The undersigned certify that the conversion was approved pursuant to *Code of Alabama 1975*, Title 10A, Chapter 1, Article 8 (specifically 10A-1-8.01) and that the information included in or attached to this conversion form are true and correct.

12. The converted foreign entity agrees to promptly pay to dissenting owners of the domestic entity that is a party to the conversion/termination of the domestic entity the amount, if any, to which they are entitled under Alabama Law (*Code of Alabama 1975*, 10A-1-8.04).

13. The converted foreign entity consents that service of process in a proceeding to enforce any obligation or any dissenter's rights of owners of the converted/terminated Alabama domestic entity may be made by registered mail addressed to the principal address of the surviving entity provided in this document or by any method provided by the Alabama Rules of Civil Procedure. Also, any notice or demand required or permitted by law to be served on the domestic entity terminated by this conversion may be served on the surviving or resulting foreign entity by registered mail addressed to the principal office of the surviving entity as provided in this document or in any other manner similar to the procedure provided by the Alabama Rules of Civil Procedures for the process of service.

14. The undersigned certify that signatures are in accordance with the requirements of 10A-1-4.01 of the *Code of Alabama 1975.*

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

1/26/2016
Date

Kevin Wampler, Executive Vice President and Chief Financial Officer
Typed Name and Title of Signature Below

Kevin L. Wampler
Signature

Date

Typed Name and Title of Signature Below

Signature

Date

Typed Name and Title of Signature Below

Signature

Date

Typed Name and Title of Signature Below

Signature

160108070

ARTICLES OF ENTITY CONVERSION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.
INTO
FAMILY DOLLAR STORES OF ALABAMA, LLC

Pursuant to Sections 13.1-1010.4 and 13.1-722.9 of the Code of Virginia, the undersigned corporation hereby executes the following Articles of Entity Conversion and sets forth:

ARTICLE I

The name of the corporation immediately prior to the filing of these Articles of Entity Conversion is Family Dollar Stores of Alabama, Inc. (the "Corporation"). The Corporation shall convert to a Virginia limited liability company (the "Conversion"), and its name shall be Family Dollar Stores of Alabama, LLC (the "Surviving Entity").

ARTICLE II

The Plan of Entity Conversion governing the Conversion is attached hereto as Exhibit A and made a part hereof (the "Plan of Entity Conversion"). The Plan of Entity Conversion includes as Schedule 1 thereto the full text of the Articles of Organization as they will be in effect immediately after consummation of the Conversion.

ARTICLE III

The effective time and date of the Conversion shall be 5:00 p.m. Eastern Time on January 27, 2016.

ARTICLE IV

The Plan of Entity Conversion was approved by the unanimous written consent of the directors and the sole shareholder of the Corporation.

[Signatures follow]

1601080079

IN WITNESS WHEREOF, the undersigned declares that the facts stated in these Articles of Entity Conversion of Family Dollar Stores of Alabama, Inc. are true as of the 27th day of January, 2016.

FAMILY DOLLAR STORES OF ALABAMA, INC., a Virginia corporation

By: Kevin L Wampler

Name: Kevin Wampler

Title: Executive Vice President and Chief Financial Officer

1681080978

Exhibit A

Plan of Entity Conversion

(See attached)

1691088070

PLAN OF ENTITY CONVERSION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.
INTO
FAMILY DOLLAR STORES OF ALABAMA, LLC

This Plan of Entity Conversion (this "Plan") is made with respect to the conversion of Family Dollar Stores of Alabama, Inc., a Virginia corporation (the "Corporation"), into Family Dollar Stores of Alabama, LLC, a Virginia limited liability company (the "Surviving Entity").

I

Declarations

The Corporation is duly organized and validly existing under the laws of the Commonwealth of Virginia. The Corporation desires to convert into the Surviving Entity pursuant to Sections 13.1-1010.4 and 13.1-722.9 of the Code of Virginia (the "Conversion"). The purpose of this Plan is to set forth certain terms and conditions under which the Conversion shall take place.

II

The Conversion

At the Effective Time (as defined below), the Corporation shall be converted into the Surviving Entity. The Conversion shall have the effect specified in Section 13.1-722.13 of the Code of Virginia.

III

Effective Time

After approval and adoption of this Plan by the directors and sole shareholder of the Corporation, the Corporation shall file Articles of Entity Conversion with the Virginia State

1991080078

Corporation Commission. Pursuant to Section 13.1-606 of the Code of Virginia, the conversion shall become effective at 5:00 p.m. Eastern Time on January 27, 2016 (the "Effective Time").

IV

Ownership

As of the Effective Time, by virtue of the Conversion and without any action on the part of the sole shareholder or member, each issued and outstanding share of the Corporation held by the sole shareholder shall automatically convert into all of the membership interest in the Surviving Entity and the sole shareholder of the Corporation shall be the sole member of, and shall own all of the membership interest in, the Surviving Entity.

V

Articles of Organization

The full text of the Articles of Organization of the Surviving Entity, as they will be in effect immediately after consummation of the Conversion, is attached hereto as Schedule 1.

VI

Other Provisions

This Plan shall be governed by the laws of the Commonwealth of Virginia.

1601088070

Schedule 1

Articles of Organization of Family Dollar Stores of Alabama, LLC

(See attached)

1691080079

ARTICLES OF ORGANIZATION
OF
FAMILY DOLLAR STORES OF ALABAMA, LLC

In connection with the conversion of a stock corporation to a limited liability company under §13.1-1010.4 of Chapter 12 of Title 13.1 of the Code of Virginia of 1950, as amended, pursuant to that certain Plan of Entity Conversion of Family Dollar Stores of Alabama, Inc., the undersigned hereby sets forth the following:

1. The name of the Company is Family Dollar Stores of Alabama, LLC.

2. The initial registered office of the Company is in the County of Henrico, Virginia, and its post office address is 4701 Cox Road, Suite 285, Glen Allen, VA, 23060-6802. The name of its initial registered agent is C T Corporation System, a domestic or foreign stock or nonstock corporation, limited liability company, or registered limited liability partnership authorized to transact business in the Commonwealth of Virginia, and whose business address is the same as the address of the initial registered office of the Company.

3. The post office address of the principal office where the records will be maintained pursuant to Code §13.1-1028 is 500 Volvo Parkway, Chesapeake, Virginia 23320.

4. To the fullest extent permitted by the Code of Virginia, as it now exists or may be later amended, in any proceeding brought by or in the right of the limited liability company or brought by or on behalf of members of the limited liability company, no manager or member of the Company shall be liable for any amount of monetary damages to the Company or its managers or members arising out of a single transaction, occurrence or course of conduct. The liability of a manager or member shall not be limited as provided in this paragraph, if the manager or member engaged in willful misconduct or a knowing violation of the criminal law.

IN WITNESS WHEREOF, the undersigned organizer has set forth their signature this 27th day of January, 2016.

Meagan J. Thomasson, Organizer

1601080076

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the certificate of entity conversion of Family Dollar Stores of Alabama, Inc. issued January 27, 2016.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 2, 2016

Joel H. Peck, Clerk of the Commission

CIS0502

1601080852

ARTICLES OF DOMESTICATION OF
FAMILY DOLLAR STORES OF ALABAMA, INC. non-dom

The undersigned, on behalf of the foreign corporation set forth below, pursuant to Title 13.1, Chapter 9, Article 12.1 of the Code of Virginia, states as follows:

1. The name of the corporation immediately prior to the filing of these articles of domestication is Family Dollar Stores of Alabama, Inc. Upon the filing of these articles, the name of the corporation shall be Family Dollar Stores of Alabama, Inc.

2. The corporation was originally incorporated under the laws of the State of Alabama on April 10, 1979. Prior hereto, the corporation has never changed its jurisdiction of incorporation.

3. The plan of domestication, pursuant to § 13.1-722.2 of the Code of Virginia, is set forth in Exhibit A hereto.

4. The full text of the amended and restated articles of incorporation that will be in effect immediately after consummation of the domestication is attached hereto as Exhibit B.

5. The domestication is permitted by the laws of the jurisdiction in which the corporation is incorporated immediately prior to the filing of these articles, and the corporation has complied with those laws in effecting the domestication.

6. The effective date and time of the domestication shall be 3:00 p.m. Eastern Time on January 26, 2016.

[Signature Page Follows]

1601060652

IN WITNESS WHEREOF, these Articles of Domestication of Family Dollar Stores of Alabama, Inc. have been executed as of the 12 day of January, 2016.

FAMILY DOLLAR STORES OF
ALABAMA, INC., an Alabama corporation

By: Kevin L Wampler

Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

1601060652

EXHIBIT A

PLAN OF DOMESTICATION

See attached.

1691069652

PLAN OF DOMESTICATION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.

ARTICLE I

FAMILY DOLLAR STORES OF ALABAMA, INC. (the "Corporation"), which was formed in the State of Alabama, shall be domesticated in the Commonwealth of Virginia pursuant to the provisions of Title 13.1, Chapter 9, Article 12.1 of the Code of Virginia of 1950, as amended (the "Code"), and the provisions of Title 10A, Chapter 1, Article 8 of the Alabama Business and Nonprofit Entities Code (the "Domestication"). The Corporation shall cease to be an Alabama domestic corporation as of the effective time and date of this Plan of Domestication.

ARTICLE II

The Amended and Restated Articles of Incorporation of the Corporation, which comply with the requirements of §13.1-619 of the Virginia Stock Corporation Act, are attached hereto as they will be in effect upon the effective time of the Domestication.

ARTICLE III

The Bylaws of the Corporation as in effect as of the date hereof shall continue in effect without change when the Domestication becomes effective.

ARTICLE IV

The directors and officers of the Corporation currently in office will continue in office upon the effective time of the Domestication. The current shareholder of the Corporation will continue to be the shareholder of the Corporation upon the effective time of the Domestication. All shares of the Corporation issued and outstanding immediately prior to the Domestication shall remain outstanding and constitute the same number of shares of the Corporation after the Domestication. The designations, rights, preferences or limitations of all or part of the authorized shares shall remain unaltered by the Domestication, except to the extent required to conform with the requirements of Chapter 9 of Title 13.1 of the Code.

ARTICLE V

The officers of the Corporation are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Domestication or the domestication of the Corporation in Virginia.

1991060652

ARTICLE VI

The effect of the Domestication shall be as set forth in §13.1-722.6 of the Virginia Stock Corporation Act.

ARTICLE VII

The effective date and time of the Domestication shall be 3:00 p.m. Eastern Time on January 26, 2016.

160169652

IN WITNESS WHEREOF, this Plan of Domestication of Family Dollar Stores of Alabama, Inc., has been executed on January 22, 2016.

FAMILY DOLLAR STORES OF ALABAMA, INC.,
an Alabama corporation

By: Kevin L Wampler
Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

1801060852

EXHIBIT B

AMENDED AND RESTATED ARTICLES OF INCORPORATION

See attached.

1001060652

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.

In connection with the redomestication of a stock corporation under Chapter 9 of Title 13.1 of the Code of Virginia of 1950, as amended (the "Code"), pursuant to that certain Plan of Domestication of Family Dollar Stores of Alabama, Inc., the undersigned sets forth the following:

1. The name of the Corporation is: Family Dollar Stores of Alabama, Inc.

2. The Corporation shall have the power to do all things necessary or convenient to carry out its business and affairs and to engage in any lawful activity not required to be stated in these Articles of Incorporation, including, but not limited to, those activities and powers set forth in the Code.

3. The powers and purposes in these Articles of Incorporation shall not be deemed to exclude in any way or limit by inference any powers or purposes granted to the Corporation by the laws of the Commonwealth of Virginia, now or subsequently in effect, or implied by any reasonable construction of such laws.

4. The aggregate number of shares the Corporation shall have authority to issue is one thousand (1,000) shares of common stock having no par value.

5. The initial registered office of the Corporation is in the County of Henrico, Virginia, and its post office address is 4701 Cox Road, Suite 285, Glen Allen, VA, 23060-6802. The name of its initial registered agent is C T Corporation System, a domestic or foreign stock or nonstock corporation, limited liability company, or registered limited liability partnership authorized to transact business in the Commonwealth of Virginia, and whose business address is the same as the address of the initial registered office of the Corporation.

6. To the fullest extent permitted by the Code, as it now exists or may be later amended, no officer or director of the Corporation shall be liable for any amount of monetary damages to the Corporation or its shareholders arising out of a single transaction, occurrence or course of conduct, for breach of fiduciary duty or otherwise. The liability of an officer or director shall not be limited as provided in this paragraph if the officer or director engaged in willful misconduct or a knowing violation of criminal law or any federal or state securities law.

7. No holder of shares of the Corporation shall have any preemptive right to acquire any authorized but unissued shares of the Corporation.

[Signature Page Follows]

160160652

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation of Family Dollar Stores of Alabama, Inc. have been signed as of this 22 day of January, 2016.

By: _____
Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

160109052

0800581 - 1

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 26, 2016

The State Corporation Commission has found the accompanying articles of domestication submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF DOMESTICATION

be issued and admitted to record with the articles of domestication and articles of incorporation in the Office of the Clerk of the Commission, effective January 26, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, Inc.

The corporation is granted the authority conferred on it by law in accordance with its articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

DOMACPT
CIS0343
16-01-26-1111

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the certificate of domestication of Family Dollar Stores of Alabama, Inc. issued January 26, 2016.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 2, 2016

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CIS0502

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 27, 2016

JOY NICHOLS
WILLIAMS MULLEN
200 SOUTH 10TH STREET STE 1600
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, LLC

ID: S598649 - 4

DCN: 16-01-27-1110

Dear Customer:

This is your receipt for $100.00 covering the fees for filing articles of entity conversion with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of entity conversion is January 27, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc. is converted to a limited liability company organized under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, LLC

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

CNVRLRCT
CNVR
CIS0353

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Family Dollar Stores of Alabama, LLC is duly organized as a limited liability company under the law of the Commonwealth of Virginia;

That the date of its organization is January 27, 2016; and

That the limited liability company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 22, 2019

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CISECOM
Document Control Number: 1902225983

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 27, 2016

This is to certify that the certificate of entity conversion of

Family Dollar Stores of Alabama, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 27, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0353

STATE OF ALABAMA

* * * * *

CERTIFICATE OF INCORPORATION

OF

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

* * * * *

FIRST: The corporate name is

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

SECOND: The objects for which the corporation is formed are: To establish, conduct and carry on a general merchandising business and in connection therewith to carry on all or any of the trades and businesses of dry goods merchants, cloth manufacturers, furriers, haberdashers, hosiers, milliners, dressmakers, tailors, hatters, clothiers, furnishers, outfitters, glovers, and boot and shoe makers.

To manufacture, purchase, or otherwise acquire goods, merchandise and personal property of every class, and to hold, own, mortgage, sell or otherwise dispose of, trade, deal in and with the same.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage, or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To enter into, make, perform and carry out contracts of every kind and for any lawful purpose with any person, firm, association or corporation.

Without limit as to amount to borrow money, issue notes, bonds or other negotiable paper or mortgage, pledge or otherwise transfer or convey the real and personal property to secure the payment of money borrowed or any debts contracted in the manner provided by statute.

To subscribe for, acquire, hold, and dispose of the stock, bonds or other evidence of indebtedness of any other corporation of this or any other state or foreign countries and while owner thereof to exercise the rights, privileges and powers of ownership, including the right to vote.

To carry on business in any of the States, Territories, Colonies or Dependencies of the United States, in the District of Columbia, and in any and all foreign countries, to have one or more offices therein and therein to acquire, hold, transfer, mortgage and convey real and personal property, without limit as to amount but always subject to local laws.

To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

To do any or all of the things herein set forth to the same extent as natural persons might or could do and in any part of the world.

In general, to carry on any other business in connection with the foregoing, whether manufacturing or otherwise, and to have and to exercise all the powers conferred by the laws of Alabama upon corporations.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by reference to, or inference from the terms of any other clause in this certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

THIRD: The location of its principal office in Alabama is in the City of Montgomery, County of Montgomery.

FOURTH: The total number of shares which this corporation is authorized to issue is one hundred (100) and the par value of each of such shares is Ten Dollars ($10.00).

The amount of capital stock with which this corporation will commence business is One Thousand Dollars ($1,000.00).

FIFTH: The name and post-office address of the agent designated by the incorporators to receive subscriptions to the said capital stock are:

NAME	POST-OFFICE ADDRESS
D.A. Sullivan	1820 First National Bank Tower Atlanta, Georgia 30303

SIXTH: The names and post-office addresses of the incorporators and the number of shares subscribed for by each are as follows:

NAME	POST-OFFICE ADDRESS	SHRS.
P.B. Machen	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	30
G.F. Robinson	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	30
J. Rausher	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	40

SEVENTH: The names and post-office addresses of the directors and officers chosen for the first year are as follows:

	NAMES	POST-OFFICE ADDRESSES
Dir.	Leon Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Dir.	Lewis E. Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Dir.	George R. Mahoney, Jr.	10401 Old Monroe Road Charlotte, N.C. 28212
Pres.	Lewis E. Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Vice Pres.	Jewell M. Garrison	10401 Old Monroe Road Charlotte, N.C. 28212
Vice Pres.	Stephen G. Simms	10401 Old Monroe Road Charlotte, N.C. 28212
Sec'y	George R. Mahoney, Jr.	10401 Old Monroe Road Charlotte, N.C. 28212

Treas.& Chr. of Board	Leon Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Asst. Treas.	Daylon W. Powell	10401 Old Monroe Road Charlotte, N.C. 28212

EIGHTH: The duration of the corporation shall be perpetual.

NINTH: In furtherance, and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose or to abolish any such reserve in the manner in which it was created.

To authorize and cause to be executed mortgages upon the real and personal property of the corporation.

To hold its meetings, to have one or more offices, and to keep the books of the corporation (subject to the provisions of the statutes) without the State of Alabama, at such places as may be from time to time designated by them.

To act without a meeting on any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof if prior to such action a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board of committee.

TENTH: The corporation may use and apply its surplus earnings or accumulated profits to the purchase or acquisition of property, and to the purchase or acquisition

of its own capital stock from time to time, to such extent and in such manner, and upon such terms as its board of directors shall determine; and neither the property nor the capital stock so purchased and acquired shall be regarded as profits for the purpose of declaration or payment of dividends, unless otherwise determined by a majority of the board of directors.

ELEVENTH: The corporation reserves the right to amend, alter or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

TWELFTH: The corporation shall not carry on or exercise any of the business, purposes or powers hereinabove authorized except in full compliance with and under such licenses or other authority as may be required by the laws of the State of Alabama and in no event in violation of said laws.

IN WITNESS WHEREOF, we have hereunto set our hands this 6th day of April, A.D. 1979.

R.B. Machen

G.F. Robinson

J. Rausher

Signed and delivered in
The presence of: D.A. Sullivan

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

I, the undersigned, being the agent authorized by the incorporators to receive subscriptions to the capital stock hereby make the following statement:

1. The amount of capital stock paid in cash is $1,000.00

2. Copy of the subscription list is as follows:

SUBSCRIPTION LIST

WHEREAS, it is proposed to organize a corporation under the laws of the State of Alabama to be known as, FAMILY DOLLAR STORES OF TARRANT, ALA., INC. and

WHEREAS, the authorized capital stock of said corporation is to be One Thousand Dollars ($1,000) divided into One Hundred (100) shares of the par value of Ten Dollars ($10.00) each.

NOW, THEREFORE, the signers hereto, in consideration of the mutual covenants herein contained and for other good and valuable considerations, do severally agree, each with the other that they will take and pay for and they do hereby severally subscribe to the number of shares of the capital stock of said corporation set opposite their respective names for the considerations, respectively, as herein set forth.

The undersigned, P.B. Machen; G.F. Robinson and J. Rausher hereby agree to pay Ten Dollars ($10.00) for each share of stock set opposite their respective names, for which the corporation is to issue to them the amount of stock so subscribed, respectively, such stock to be full paid and not liable to any further call.

NAMES	RESIDENCES	SHRS.
P.B. Machen	844 Clemont Avenue #5 Atlanta, Ga. 30306	30
G.F. Robinson	4061 Indian Manor Drive Stone Mountain, Ga. 30083	30
J. Rausher	2397 Woodridge Drive Decatur, Ga. 30033	40

Dated April 6, 1979.

3. The said P.B. Machen, G.F. Robinson and J. Rausher subscribers named in the foregoing subscription list have paid in cash the full value of the shares subscribed by them respectively.

D.A. Sullivan
D.A. Sullivan

STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before me the undersigned, a Notary Public in and for the state and county aforesaid, the above named D.A. Sullivan who made oath that he is the person authorized by the incorporators to receive subscriptions to the capital stock and that the facts contained in the foregoing statement are true. Given under my hand this the 6 day of April, 1979.

Notary Public

This instrument was prepared by:

George R. Mahoney, Jr., Hse. Csl.
Family Dollar Stores, Inc.
P.O. Box 25800
Charlotte, North Carolina 28212

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
APR 10 2 50 PM 1979

JUDGE OF PROBATE

001.00
025.00
002.50
005.00
010.00
555542 043.50

CERTIFIED COPY
I hereby certify this document was filed in Montgomery County, Alabama on 4/10/79 in Book CORP 015 Page 0273-0279
Judge of Probate

Alabama Secretary of State

[redacted]	Family Dollar Stores of Alabama, LLC
[redacted] Family ID Number	050 - 230
[redacted] Entity Type	Foreign Limited Liability Company
[redacted] Principal Address	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
[redacted] Principal Mailing Address	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
[redacted] Status	Exists
[redacted] Place of Formation	Virginia
[redacted] Formation Date	4-10-1979
[redacted] Qualify Date	2-3-2016
[redacted] Registered Agent Name	CORPORATION SERVICE COMPANY INC
[redacted] Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
[redacted] Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
[redacted] Nature of Business	DRY GOODS
[redacted] Capital Authorized	$1,000
[redacted] Capital Paid In	$1,000

[redacted] 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.

[redacted] Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014

[redacted] Transactions

[redacted] Transaction Date	4-26-1979
[redacted] Registered Agent Changed From	Not Provided
[redacted] Transaction Date	10-18-1982
[redacted] Registered Agent Changed From	THE CORPORATION COMPANY MONTGOMERY, AL
[redacted] Transaction Date	12-17-1997
[redacted] Legal Name Changed From	Family Dollar Stores of Tarrant, Ala., Inc.
[redacted] Transaction Date	12-17-1997
[redacted] Legal Name Merged	Family Dollar Stores of Alabama, Inc.
[redacted] Transaction Date	12-17-1997
[redacted] Legal Name Merged	Family Dollar Stores of Dothan, Ala., Inc.
[redacted] Transaction Date	12-17-1997
[redacted] Legal Name Merged	Family Dollar Stores of Sylacauga, Ala., Inc.
[redacted] Transaction Date	12-17-1997
[redacted] Miscellaneous Filing Entry	MRGR FILED THIS DATE EFFECTIVE: 01-01-1998 @12:01 A.M.
[redacted] Transaction Date	7-14-2010
[redacted] Registered Agent Changed From	PRENTICE HALL CORPORATION SYSTEM INC 150 S PERRY ST MONTGOMERY, AL 36104
[redacted] Transaction Date	1-14-2015
[redacted] Miscellaneous Filing Entry	AGENT CHANGE DOCUMENT FILED 4/10/1979 FILED AND SCANNED TO THE INDEX 1/14/2015
[redacted] Transaction Date	2-3-2016
[redacted] Legal Name Changed From	Family Dollar Stores of Alabama, Inc.
[redacted] Transaction Date	2-3-2016
[redacted] Principal Office Changed From	MONTGOMERY, AL
[redacted] Transaction Date	2-3-2016
[redacted] Member/Shr Activity	*Removed MACHEN, P B
[redacted] Transaction Date	2-3-2016
[redacted] Member/Shr Activity	*Removed RAUSHER, J
[redacted] Transaction Date	2-3-2016

[redacted]	Family Dollar Stores of Alabama, LLC
Member/Shr Activity	*Removed ROBINSON, G F
Transaction Date	2-3-2016
Miscellaneous Filing Entry	CONVERSION FROM D/C FILED
Transaction Date	2-3-2016
Place of Formation Changed	from Montgomery County to Virginia
Transaction Date	6-6-2017
Registered Agent Changed From	CT CORPORATION SYSTEM 2 NO JACKSON ST STE 605 MONTGOMERY, AL 36104
Transaction Date	6-6-2017
Agent Mailing Address Changed From	CT CORPORATION SYSTEM 2 NO JACKSON ST STE 605 MONTGOMERY, AL 36104
[redacted]	Scanned Documents Exist
[redacted]	Total Scanned Images
Document Date / Type / Pages	4-10-1979 Certificate of Formation 7 pgs.
Document Date / Type / Pages	10-18-1982 Registered Agent Change 1 pg.
Document Date / Type / Pages	12-17-1997 Merger 6 pgs.
Document Date / Type / Pages	7-14-2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	1-14-2015 Registered Agent Change 1 pg.
Document Date / Type / Pages	2-3-2016 Conversion 24 pgs.
Document Date / Type / Pages	6-6-2017 Registered Agent Change 2 pgs.
[redacted]	

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[redacted]

THE STATE OF ALABAMA

I, Billy Joe Camp, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that duplicate originals of Articles of Merger, duly signed and verified pursuant to the provisions of Section 10-2A-143, Code of Alabama, 1975, have been received in this office and are found to conform to law. Accordingly, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Merger merging:

Family Dollar Stores, Inc., Family Dollar Stores of Scottsboro, Ala., Inc., Family Dollar Stores of Ft. Payne, Ala., Inc., Family Dollar Stores of Roanoke, Ala., Inc., Family Dollar Stores of Demopolis, Ala., Inc., Family Dollar Stores of Tallassee, Ala., Inc., Family Dollar Stores of Attalla, Ala., Inc., Family Dollar Stores of Opelika, Ala., Inc., Family Dollar Stores of Huntsville, Ala., Inc., Family Dollar Stores of Mobile, Ala., Inc., Family Dollar Stores of Brewton, Ala., Inc., Family Dollar Stores of Foley, Ala., Inc., Family Dollar Stores of Clanton, Ala., Inc., Family Dollar Stores of Selma, Ala., Inc., Family Dollar Stores of Piedmont, Ala., Inc., Family Dollar Stores of Cullman, Ala., Inc., Family Dollar Stores of Fayette, Ala., Inc., Family Dollar Stores of Hartselle, Ala., Inc., Family Dollar Stores of Bay Minette, Ala., Inc., Family Dollar Stores of Hueytown, Ala., Inc., Family Dollar Stores of Birmingham, Ala., Inc., Family Dollar Stores of Geneva, Ala., Inc., Family Dollar Stores of Opp, Ala., Inc., Family Dollar Stores of Eufaula, Ala., Inc., Family Dollar Stores of Andalusia, Ala., Inc., Family Dollar Stores of Childersburg, Ala., Inc., Family Dollar Stores of Northport, Ala., Inc., Family Dollar Stores of Greenville, Ala., Inc., Family Dollar Stores of Georgiana, Ala., Inc., Family Dollar Stores of Decatur, Ala., Inc., Family Dollar Stores of Florence, Ala., Inc., Family Dollar Stores of Sheffield, Ala., Inc., Family Dollar Stores of Athens, Ala., Inc., Family Dollar Stores of Guin, Ala., Inc., Family Dollar Stores of Boaz, Ala., Inc., Family Dollar Stores of Russellville, Ala., Inc., Family Dollar Stores of Moulton, Ala., Inc., Family Dollar Stores of Aliceville, Ala., Inc. and Family Dollar Stores of Lanett, Ala., Inc. into Family Dollar Stores of Hamilton, Ala., Inc., all Alabama Corporations, changing its name to Family Dollar Stores of Alabama, Inc.

and attaches hereto a duplicate original of the Articles of Merger.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Alabama to be affixed at the Capitol, in the City of Montgomery, on this day.

August 31, 1992

Billy Joe Camp, Secretary of State

FILED IN THIS OFFICE
AUG 3 1 1992
5:00 PM
SECRETARY OF STATE

ARTICLES OF MERGER
OF EACH OF THE UNDERSIGNED CORPORATIONS
DESIGNATED AS A MERGING CORPORATION
WITH AND INTO
FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

Pursuant to the provisions of the Alabama Business Corporation Act governing the merger of two or more domestic business corporations, Family Dollar Stores of Hamilton, Ala., Inc., an Alabama corporation (the "Surviving Corporation"), and each of the undersigned corporations designated as a merging corporation, each of which is an Alabama corporation (collectively referred to herein as the "Merging Corporations"), hereby adopt and submit these Articles of Merger.

ARTICLE I

I. The Surviving Corporation and each of the Merging Corporations are business corporations organized under the laws of the State of Alabama and subject to the Alabama Business Corporation Act.

ARTICLE II

II. The respective Boards of Directors of the Surviving Corporation and of each of the Merging Corporations has duly approved the Plan of Merger (the "Plan"), attached hereto as Exhibit A and incorporated herein by reference, for merging each of the Merging Corporations with and into the Surviving Corporation.

ARTICLE III

III. Each of the Merging Corporations has 100 outstanding shares of stock, all of which shares are of the same class. All of the shares of stock of each of the Merging Corporations were voted in favor of the Plan, and none of the shares of stock of any of the Merging Corporations were voted against the Plan.

ARTICLE IV

IV. The Surviving Corporation has 100 outstanding shares of stock, all of which shares are of the same class. All of the shares of the Surviving Corporation were voted in favor of the Plan, and none of the shares of stock of the Surviving Corporation were voted against the Plan.

ARTICLE V

V. The Surviving Corporation shall continue its existence as the surviving corporation under the name Family Dollar Stores of Alabama, Inc. pursuant to the provisions of the Alabama Business Corporation Act.

ARTICLE VI

VI. For each of the Merging Corporations, its Articles of Incorporation or, in the case of a Merging Corporation that existed on January 1, 1981, its Certificate of Incorporation is filed in the County of Montgomery in the State of Alabama.

ARTICLE VII

VII. The Articles of Incorporation of the Surviving Corporation are filed in the County of Montgomery in the State of Alabama.

IN WITNESS WHEREOF, these Articles of Merger have been duly executed as of the 13th day of August, 1992.

SURVIVING CORPORATION:

FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

EACH OF THE FOLLOWING IS A MERGING CORPORATION:

FAMILY DOLLAR STORES, INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SCOTTSBORO, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FT. PAYNE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ROANOKE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF DEMOPOLIS, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF TALLASSEE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ATTALLA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF OPELIKA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HUNTSVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF MOBILE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BREWTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FOLEY, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CLANTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SELMA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF PIEDMONT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FAYETTE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CULLMAN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BAY MINETTE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HARTSELLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BIRMINGHAM, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HUEYTOWN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GENEVA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF OPP, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF EUFAULA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ANDALUSIA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF NORTHPORT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CHILDERSBURG, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GEORGIANA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GREENVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FLORENCE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF DECATUR, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ATHENS, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SHEFFIELD, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF RUSSELLVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GUIN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ALICEVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BOAZ, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF LANETT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF
MOULTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice
President

By this signature also attested
by:

By: _____
George R. Mahoney, Jr.,
Secretary

JRH/82

STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF MECKLENBURG)

Before me, the undersigned authority in the aforesaid county and state, personally appeared Stephen G. Simms, who being by me first duly sworn, doth depose and say that he is the Senior Vice President of Family Dollar Stores of Hamilton, Ala., Inc. and that the foregoing statements contained in the Articles of Merger are true, full, and correct.

Stephen G. Simms, Senior Vice President

Subscribed and sworn to before me this 13th day of August, 1992.

Florence W. Stanley
Notary Public

My Commission Expires: October 13, 1993

STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF MECKLENBURG)

Before me, the undersigned authority in the aforesaid county and state, personally appeared Stephen G. Simms, who being by me first duly sworn, doth depose and say that he is the Senior Vice President of each of the Merging Corporations as designated in the Articles of Merger and that the foregoing statements contained in the Articles of Merger are true, full, and correct.

Stephen G. Simms, Senior Vice President

Subscribed and sworn to before me this 13th day of August, 1992.

Florence W. Stanley
Notary Public

My Commission Expires: October 13, 1993

EXHIBIT A

PLAN OF MERGER
OF THE ALABAMA CORPORATIONS
SET FORTH ON SCHEDULE A ATTACHED HERETO
WITH AND INTO
FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

The Board of Directors and the sole shareholder of Family Dollar Stores of Hamilton, Ala., Inc., an Alabama corporation ("FDS"), and the respective Boards of Directors and shareholders of each of the Alabama corporations set forth on Schedule A attached hereto (collectively referred to herein as the "Merging Corporations" and, together with FDS, sometimes collectively referred to herein as the "Constituent Corporations") have approved the merger of each of the Merging Corporations with and into FDS, with FDS continuing as the surviving corporation, upon the terms and subject to the conditions set forth herein (the "Merger").

ARTICLE I

THE MERGER

1.1 Surviving Corporation. In accordance with the provisions of this Plan of Merger (the "Plan") and the Alabama Business Corporation Act (the "Act"), at the Effective Time (as defined in Section 1.6 below), each of the Merging Corporations shall be merged with and into FDS, and FDS shall be the surviving corporation (hereinafter sometimes called the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Alabama. At the Effective Time, the separate existence of each of the Merging Corporations shall cease. The Surviving Corporation shall succeed, insofar as permitted by law, to all of the rights, assets, liabilities, and obligations of each of the Merging Corporations.

1.2 Name of Surviving Corporation. At the Effective Time of the Merger, the name of the Surviving Corporation shall be Family Dollar Stores of Alabama, Inc.

1.3 Articles of Incorporation. The Articles of Incorporation of FDS, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation, as amended by Section 1.7 hereof, until thereafter further amended as permitted by law.

1.4 Bylaws. The bylaws of FDS, as in effect immediately prior to the Effective Time, shall be the bylaws (the "Bylaws") of the Surviving Corporation until thereafter amended as permitted by law.

1.5 Directors and Officers. The directors and officers of FDS immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

1.6 Effective Time. Subject to the terms and conditions hereof, the parties hereto will cause the Merger to be consummated by filing Articles of Merger with the Alabama Secretary of State, in such form as required by, and executed in accordance with, the Act. The effective time and date of the Merger shall be the time the Articles of Merger are filed with the Alabama Secretary of State on the 31st day of August, 1992 (the "Effective Time").

1.7 Amendment to Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be hereby amended at the Effective Time of the Merger by deleting Section First in its entirety and substituting the following in lieu thereof: First: The name of the Corporation is Family Dollar Stores of Alabama, Inc.

ARTICLE II

STOCK CONVERSION

2.1 Stock of Merging Corporations. Solely by virtue of the Merger, each share of stock of each of the Merging Corporations outstanding immediately prior to the Effective Time shall be cancelled, and all rights with respect thereto shall cease to exist, without any conversion thereof.

2.2 FDS Stock. At the Effective Time of the Merger, the outstanding shares of stock of FDS shall not be converted, exchanged, or altered in any manner as a result of the Merger and will remain outstanding as shares of stock of the Surviving Corporation.

ARTICLE III

EMPLOYEE BENEFIT AND COMPENSATION PLANS

At the Effective Time of the Merger, each employee benefit plan and incentive compensation plan sponsored by any of the Merging Corporations shall be assumed by, and continue to be a plan of, the Surviving Corporation.

ARTICLE IV

CORPORATE APPROVALS

This Plan has been adopted and approved, in accordance with the Act, by the respective Boards of Directors and shareholders

of each of the Constituent Corporations, effective as of the 13th day of August, 1992.

ARTICLE V

GENERAL

5.1 Termination and Abandonment. At any time prior to the filing of the Articles of Merger with the Alabama Secretary of State, this Plan may be terminated and the Merger abandoned by the Board of Directors of any one of the Constituent Corporations, notwithstanding approval of this Plan by the shareholders of the Constituent Corporations.

5.2 Amendment. This Plan may be amended, modified, or supplemented at any time prior to the filing of the Articles of Merger with the Alabama Secretary of State with the unanimous consent of the Board of Directors of each of the Constituent Corporations; provided, however, that this Plan may not be amended in any manner that, in the judgment of the Board of Directors of any one of the Constituent Corporations, would have a material adverse effect on the rights of its shareholders or in any manner not permitted under the Act.

5.3 Headings. The headings set forth herein are inserted for convenience and reference purposes only and are not intended to be part of, or to affect the meaning or interpretation of, this Plan.

JRH/83

SCHEDULE A

Family Dollar Stores, Inc.
Family Dollar Stores of Scottsboro, Ala., Inc.
Family Dollar Stores of Ft. Payne, Ala., Inc.
Family Dollar Stores of Roanoke, Ala., Inc.
Family Dollar Stores of Demopolis, Ala., Inc.
Family Dollar Stores of Tallassee, Ala., Inc.
Family Dollar Stores of Attalla, Ala., Inc.
Family Dollar Stores of Opelika, Ala., Inc.
Family Dollar Stores of Huntsville, Ala., Inc.
Family Dollar Stores of Mobile, Ala., Inc.
Family Dollar Stores of Brewton, Ala., Inc.
Family Dollar Stores of Foley, Ala., Inc.
Family Dollar Stores of Clanton, Ala., Inc.
Family Dollar Stores of Selma, Ala., Inc.
Family Dollar Stores of Piedmont, Ala., Inc.
Family Dollar Stores of Cullman, Ala., Inc.
Family Dollar Stores of Fayette, Ala., Inc.
Family Dollar Stores of Hartselle, Ala., Inc.
Family Dollar Stores of Bay Minette, Ala., Inc.
Family Dollar Stores of Hueytown, Ala., Inc.
Family Dollar Stores of Birmingham, Ala., Inc.
Family Dollar Stores of Geneva, Ala., Inc.
Family Dollar Stores of Opp, Ala., Inc.
Family Dollar Stores of Eufaula, Ala., Inc.
Family Dollar Stores of Andalusia, Ala., Inc.
Family Dollar Stores of Childersburg, Ala., Inc.
Family Dollar Stores of Northport, Ala., Inc.
Family Dollar Stores of Greenville, Ala., Inc.
Family Dollar Stores of Georgiana, Ala., Inc.
Family Dollar Stores of Decatur, Ala., Inc.
Family Dollar Stores of Florence, Ala., Inc.
Family Dollar Stores of Sheffield, Ala., Inc.
Family Dollar Stores of Athens, Ala., Inc.
Family Dollar Stores of Guin, Ala., Inc.
Family Dollar Stores of Boaz, Ala., Inc.
Family Dollar Stores of Russellville, Ala., Inc.
Family Dollar Stores of Moulton, Ala., Inc.
Family Dollar Stores of Aliceville, Ala., Inc.
Family Dollar Stores of Lanett, Ala., Inc.

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 26, 2016

JOY NICHOLS
WILLIAMS MULLEN
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, Inc.

ID: 0800581 - 1

DCN: 16-01-26-1111

Dear Customer:

This is your receipt for $75.00 covering the fees for filing articles of domestication and articles of incorporation with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of domestication is January 26, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, Inc.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

DOMRCPT
DOM
CIS0343

P.O. Box 1197, Richmond, VA 23218-1197
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk

0800581 - 1

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 26, 2016

The State Corporation Commission has found the accompanying articles of domestication submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF DOMESTICATION

be issued and admitted to record with the articles of domestication and articles of incorporation in the Office of the Clerk of the Commission, effective January 26, 2016,

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, Inc.

The corporation is granted the authority conferred on it by law in accordance with its articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

DOMACPT
CIS0343
16-01-26-1111

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 26, 2016

This is to certify that the certificate of domestication of

Family Dollar Stores of Alabama, Inc.

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: January 26, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0343

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 27, 2016

JOY NICHOLS
WILLIAMS MULLEN
200 SOUTH 10TH STREET STE 1600
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, LLC

ID: S598649 - 4

DCN: 16-01-27-1110

Dear Customer:

This is your receipt for $100.00 covering the fees for filing articles of entity conversion with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of entity conversion is January 27, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc. is converted to a limited liability company organized under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, LLC

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

CNVRLRCT
CNVR
CIS0353

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 27, 2016

This is to certify that the certificate of entity conversion of

Family Dollar Stores of Alabama, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 27, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0353

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

the entity records on file in this office disclose that Family Dollar Stores of Alabama, LLC a Virginia entity, qualified in the State of Alabama on February 3, 2016. The Alabama Entity Identification number for this entity is 056-230. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

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.

2/5/2016

Date

J. H. Merrill

John H. Merrill **Secretary of State**

20160205000021766

TO: URBAN DEVELOPMENT DEPARTMENT, TELE# (251) 208-5895

CC: 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).

Retail Beer Off-Premises and Retail Table Wine Off-Premises
(Type of alcoholic beverage license)

To be used in a/an Retail/Grocery
(Type of business)

Family Dollar Stores of Alabama, LLC
(Name of applicant whether individual, corporation, etc.)

1281 A Dauphin Island Parkway
(Location address for application)

Mobile	AL	36605
City	**State**	**Zip**

10,437 Sq Ft
(Square feet of business)

Note: You must provide a drawing of the site to the Urban Development representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

URBAN DEVELOPMENT DEPARTMENT

Zoning B-3 **Parking Provided** 48

Parking Required 42 **Compliance:** ✓ **Yes** _____ **No**

(Signed by Urban Development Dept) 02/06/2023 **Date**

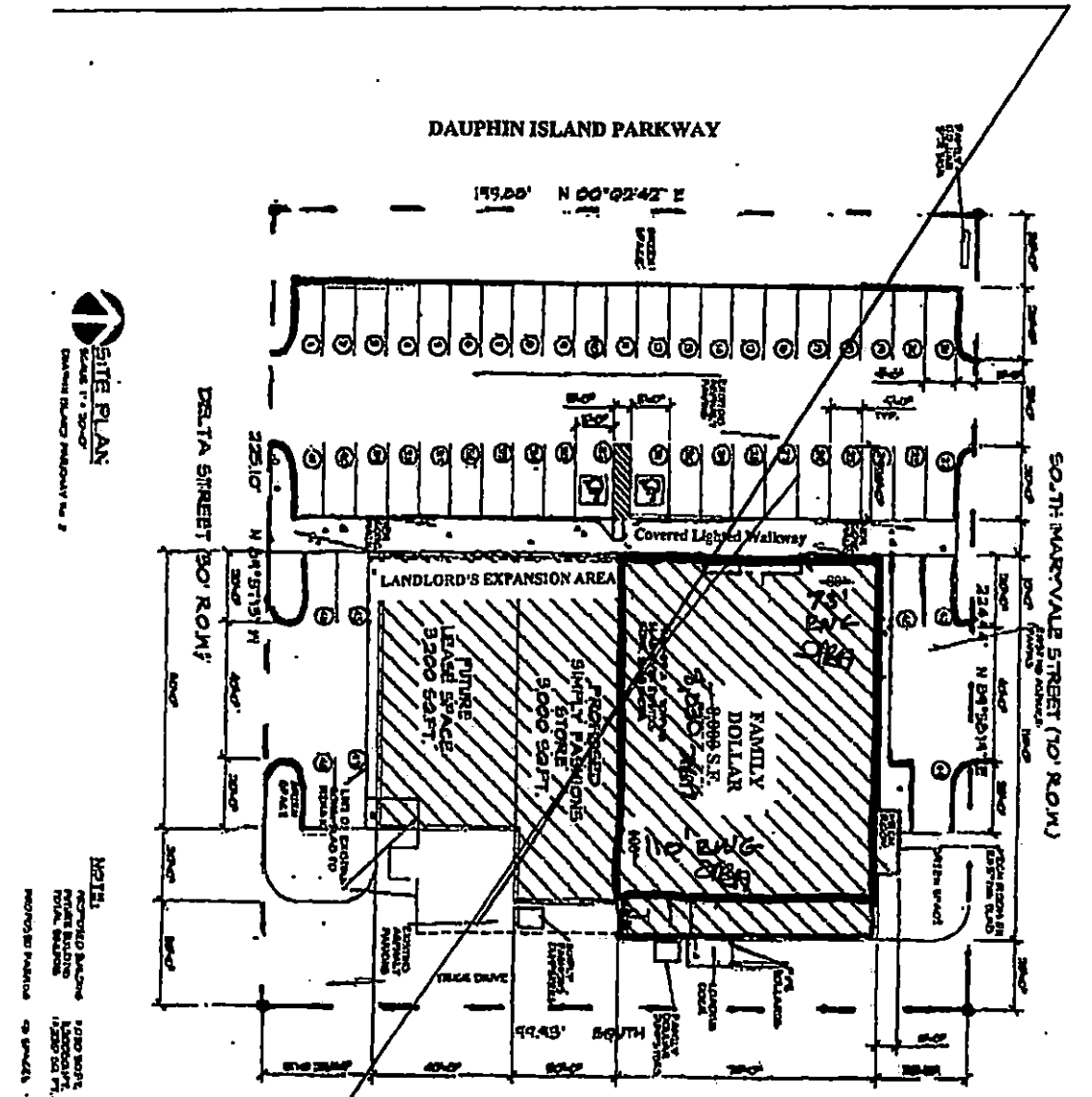
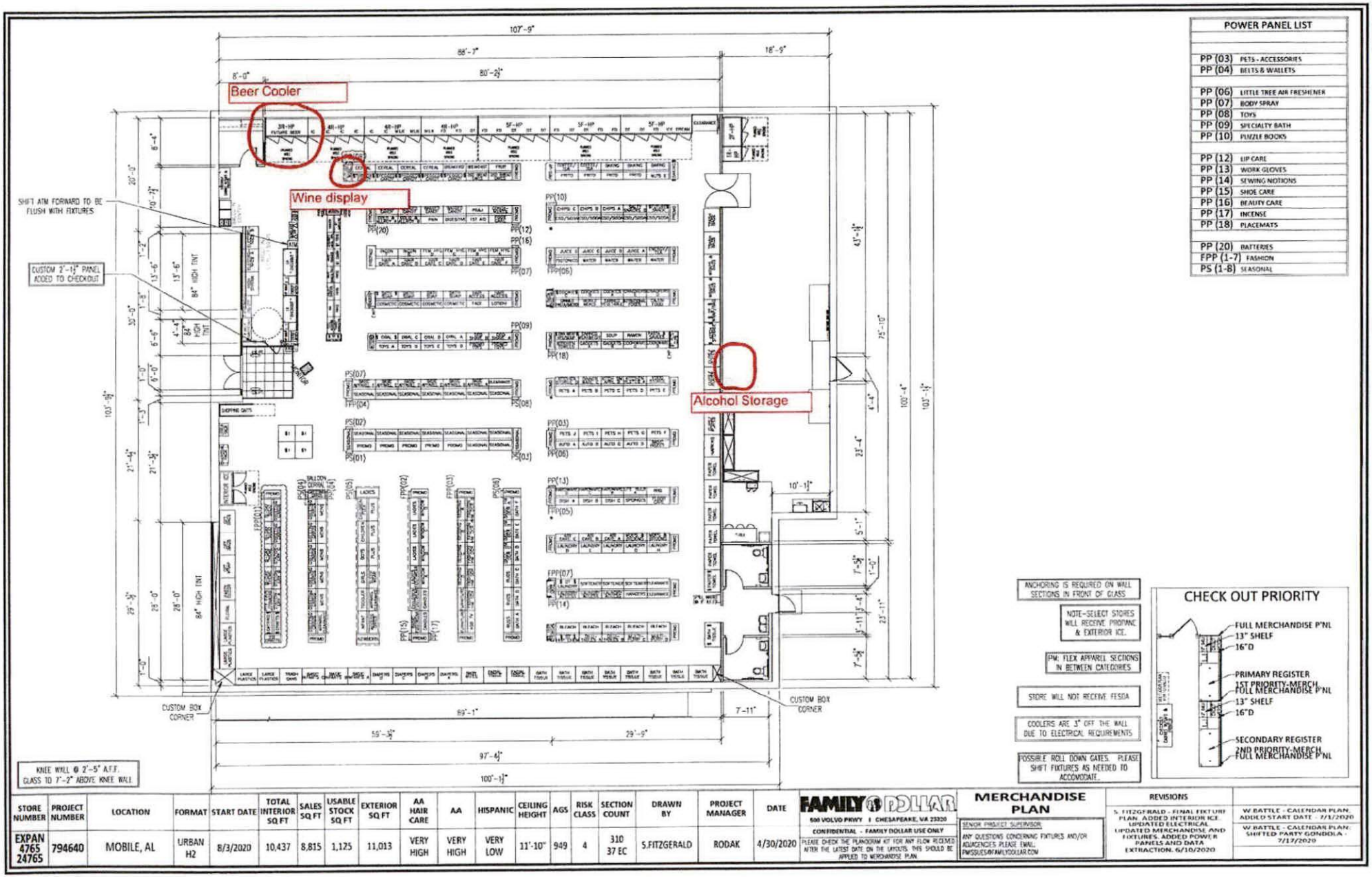


EXHIBIT B - SITE PLAN
LEASE DATED 4-24-01
LOCATION Mobile, AL #12
LANDLORD _____ TENANT _____



STORE NUMBER	PROJECT NUMBER	LOCATION	FORMAT	START DATE	TOTAL INTERIOR SQ FT	SALES SQ FT	USABLE STOCK SQ FT	EXTERIOR SQ FT	AA HAIR CARE	AA	HISPANIC	CEILING HEIGHT	AGS	RISK CLASS	SECTION COUNT	DRAWN BY	PROJECT MANAGER	DATE
EXPAN 4765 24765	794640	MOBILE, AL	URBAN H2	8/3/2020	10,437	8,815	1,125	11,013	VERY HIGH	VERY HIGH	VERY LOW	11'-10"	949	4	310 37 EC	S.FITZGERALD	RODAK	4/30/2020

FAMILY DOLLAR
500 VOLVO PKWY | CHESAPEAKE, VA 23320
CONFIDENTIAL - FAMILY DOLLAR USE ONLY
PLEASE CHECK THE PLANOGRAM KIT FOR ANY FLOW RECEIVED AFTER THE LATEST DATE ON THE LAYOUTS. THIS SHOULD BE APPLIED TO MERCHANDISE PLAN.

MERCHANDISE PLAN

SENIOR PROJECT SUPERVISOR
ANY QUESTIONS CONCERNING FIXTURES AND/OR AGJUNCTIES PLEASE EMAIL PMISSUES@FAMILYDOLLAR.COM

REVISIONS
S. FITZGERALD - FINAL FIXTURE PLAN. ADDED INTERIOR ICE. UPDATED ELECTRICAL. UPDATED MERCHANDISE AND FIXTURES. ADDED POWER PANELS AND DATA EXTRACTION. 6/10/2020

W BATTLE - CALENDAR PLAN. ADDED START DATE - 7/1/2020
W BATTLE - CALENDAR PLAN. SHIFTED PARTY GONDOLA - 7/17/2020

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE.** State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8534)

LOT 1 RESUB OF LOTS 1, 2, 3 & THE W 8.63 FT OF LOT 4 BLK 1 BROOKELY HEIGHTS 1ST SECTOR MBK 92/32 #SEC 37 T5S R1W #MP32 02 37 0 001

The above described property is ( ) owned, (X) leased, ( ) sub-leased, or otherwise surrendered to Family Dollar Stores of Alabama, LLC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 16th day of August, 2022

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 95797 DONNA M. GUNTER Commission Expires April 20, 2026 FORREST COUNTY

Donna M Gunter — 8.16

Notary Public — Property Owner — Date

My Commission Expires — Family Dollar Stores of Alabama, LLC — Licensee — Date

MobileDauphin.doc
STATE OF ALABAMA

LEASE AGREEMENT

COUNTY OF MOBILE

THIS LEASE is made and entered into this 24th day of April, 2001, by and between SOUTHERN DEVELOPMENT OF MISSISSIPPI, INC., a Mississippi corporation (hereinafter called "Landlord"), and FAMILY DOLLAR STORES OF ALABAMA, INC., an Alabama corporation (hereinafter called "Tenant");

W I T N E S S E T H :

In consideration of the covenants hereinafter contained, to all of which Landlord and Tenant agree, Landlord hereby demises and lets to Tenant, and Tenant hereby rents and hires from Landlord the following described premises situated on the east side of Dauphin Island Parkway, between South Maryvale Street and Delta Street, in the City of Mobile, County of Mobile, State of Alabama, and being that property fronting approximately 199.88 feet on Dauphin Island Parkway and extending approximately 225.10 feet to the rear at the property's southernmost boundary and extending approximately 224.94 feet to the rear at the property's northernmost boundary, as shown outlined in red on Exhibit B - Site Plan attached hereto and made a part hereof.

Together with a building containing ~~8,000 (80' x 100')~~ 8030 73' x 110' RWL square feet, which shall be constructed by Landlord, as hereinafter provided, on the above-described premises along with the paved, marked, lighted parking, service and access areas shown on Exhibit B - Site Plan (said premises and the building and other improvements thereon, upon completion of construction, are hereinafter called the "demised premises").

The area on the demised premises shown on Exhibit B - Site Plan as "Landlord's Expansion Area" shall be reserved by Landlord for future expansion of the building on the demised premises to create a shopping center. Upon the date Landlord begins construction to expand the building on the demised premises to create a shopping center, the term "demised premises" as used in

INITIAL JRA DWG MEK

this lease shall be redefined to mean "Tenant's building, consisting of ~~87,000~~ 8030 (~~300~~ 75' x ~~100~~ 110' RIDA 26A) square feet, as shown on Exhibit B".

TO HAVE AND TO HOLD the demised premises together with all and singular the appurtenances, rights, privileges and easements thereunto belonging or in anywise appertaining, unto Tenant, its successors and assigns, for an initial term commencing as hereinafter set forth and ending on the 31st day of December, 2011.

1. RENT. Tenant hereby covenants and agrees to pay Landlord fixed rent at the rate of FOUR THOUSAND NINE HUNDRED SIXTEEN AND 67/100 DOLLARS per month ($59,000.04/annum) payable in advance on or before the tenth day of each month beginning on the rent commencement date as set forth in Paragraph 5.

2. COVENANT OF TITLE AND AUTHORITY. Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this lease for the full term aforesaid and for all extensions herein provided; that the Landlord will timely exercise its right to acquire and will timely acquire the above described premises; that, as of the date Landlord delivers possession of the demised premises to Tenant, Landlord will be lawfully seized of the demised premises and have good title thereto; that the demised premises are free and clear of all encumbrances; and that there are no laws, ordinances, government requirements or regulations or title restrictions or zoning or other matters which will restrict, limit or prevent Tenant's use of the demised premises for the purposes set forth in this lease. Landlord further covenants and warrants that if the Tenant shall discharge the obligations herein set forth to be performed by Tenant, the Tenant shall have and enjoy during the term of this lease and all extensions thereof the quiet and undisturbed possession of the demised premises, together with all appurtenances appertaining or appendant thereto.

3. USE OF PREMISES. Landlord warrants that the demised premises may be used, but not limited to such use, by Tenant, among

INITIAL HERE

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public than an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

8.16.22
Date

[redacted]
Owner of Property Signature

RSHOWS, LLC
Print Name of Property Owner

PO Box 1207
Address

Purvis	MS	39475
City	State	Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

08/16/2022
Date

Applicant's Signature

Family Dollar Stores of Alabama, LLC
Print Name of Applicant

500 Volvo Parkway
Address

Chesapeake	VA	23320
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 #	5554
Business Name	FAMILY DOLLAR STORES OF ALABAMA LLC
Company DBA	FAMILY DOLLAR #24765
Business Address	1281A DAUPHIN ISLAND PKWY 36605
License Type	050 - RETAIL BEER (OFF PREMISES ONLY) 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
Post Date	01.31.2023
Agenda Meeting Date	02.14.2023

Barbara Vernon POA
(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:
Nick Amberger, PE, Engineering Department

Sponsored by:
Mayor William S. Stimpson and Councilman Joel Daves

Purpose and Scope of Project:
Approve contract with Michael Baker International, Inc. for Engineering Services.

Amount of Contract:
$190,843.15

Funding Source

Project # C0777 **Discretionary Funds**

Project String 2000.2000.48020 **Contract Number:**4327

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Engineering Services	Cover Memo	2/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	2/15/2023 - 1:49 PM
Capital	Rhodes, Brenda	Approved	2/15/2023 - 4:03 PM
Legal	Kern, Chris	Approved	2/16/2023 - 11:39 AM
Mayors Office	Montgomery, Brandi	Approved	2/16/2023 - 2:16 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Woodcock Creek, West Branch, Drainage Improvements; COM Project# 2018-3005-11

PROJECT #: C0777 **DATE OF RECEIPT:**

PROJECT DESCRIPTION: Engineering design and construction inspection for drainage improvements.

CONTRACT AMOUNT: $190,843.15

VENDOR NAME: Michael Baker International, Inc.

VENDOR NUMBER: 294011

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

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White **Date** 2/15/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilman Joel Daves

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

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

Name of Company: Michael Baker International, Inc.

Project Name: Woodcock Creek, West Branch, Drainage Improvements /COM Project# 2018-3005-11

Estimated Cost: $190,843.15

Adopted:

_____

City Clerk

MOBILE
ALABAMA

WOODCOCK CREEK, WEST BRANCH, DRAINAGE IMPROVEMENTS

PROJECT NO. 2018-3005-11

ENGINEER:

MICHAEL BAKER INTERNATIONAL, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Michael Baker International, Inc.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **Michael Baker International, Inc.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER either for the Environmental Phase, the Design Phase, and/or the Construction Phase as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III, herein.

PROJECT – Woodcock Creek, West Branch, Drainage Improvements, City of Mobile Project No. 2018-3005-011. This contract provides for environmental compliance, engineering design, and construction engineering and inspection of Woodcock Creek, West Branch, Drainage Improvements. (See Exhibit A for approximate locations). **The professional engineering design services may include environmental compliance investigations, surveys, and applications; review of existing project documents provided by the City of Mobile; preparation of plans/specifications/cost estimates/bid documents; advertisement and evaluation of bids; recommendation of a low bidder; and construction engineering and inspection services as directed by the CITY ENGINEER.**

PROJECT ENGNEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although, the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

1. Environmental Phase
2. Design Phase
3. Construction Phase

A. ENVIRONMENTAL PHASE

1. Environmental Requirements

a. Complete a wetlands and other waters delineation survey using methods currently accepted by the U.S. Army Corps of Engineers (USACE). Delineate and document existing applicable waters within the project area. Identify, classify, and document all other waters falling under the jurisdiction of the USACE.

b. Prepare a Wetland and Other Waters of the U.S. Delineation Report for all water within the project limits that includes mapping of all perimeters, data points, stream reaches, and photo identification points.

c. Complete a Habitat Assessment and Listed Species Memorandum to document the presence, or absence, of any federally listed protected species. The memo shall include: site description, species information, mapping, and photo documentation.

d. Prepare a Wetland Rapid Assessment Procedure datasheet and other documentation needed to calculate any wetland mitigation requirements. Prepare Joint Application and Notification Form. Prepare Section 404 Application packet to city for review before submission.

e. Coordinate with federal, state, and local agencies (USACE, U.S. Fish and Wildlife Service, Alabama Historical Commission) as needed to: ensure the project is in compliance with all environmental and preservation regulations, obtain mitigation credits, prepare and schedule stream mitigation efforts.

f. Archeological fieldwork is excluded from the scope of work.

B. DESIGN PHASE

1. General
   a. Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

   b. Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement ofor bids of the final PROJECT.

2. Preliminary Engineering and General Requirements

   a. Obtain existing mapping, drainage system records, easement/right of way records and other relevant PROJECT records/documents. Review, edit and adapt plans previously prepared plans that will be provided by the CITY.

   b. Contact Alabama Line Locator service and individually contact all utility companies. Locate and survey all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.

   c. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.

   d. ENGINEER shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans, in plan view, profile view, and cross sections, including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence.

   e. Prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed by the PROJECT ENGINEER.

   f. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the PROJECT bid package.

g. Review tree removal plan provided by the CITY and submit to the CITY's Engineering Department an updated plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required.

h. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT ENGINEER'S signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.

i. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans and on the cover of final design calculations and on the cover of final design calculations.

j. Identify and obtain all permits required by federal, state and local agencies in order to complete the PROJECT.

k. Prepare a plan outlining specifications for any necessary subsurface explorations consisting of borings, lab-tests and reports as required for design of the PROJECT.

3. Design Surveys

a. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall review and verify existing design surveys (provided by the city), to confirm topographic, boundary survey and other information as required for design of the PROJECT. The ENGINEER shall inspect the site to determine the required information needed for design, bidding, and construction of the PROJECT.

4. Right of Way and Easement Survey Requirements

a. Right of Way and Easement Surveys

(1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.

(2) Permanent markers consisting of iron pipes embedded in concrete shall be installed to mark additional required right of way and easements at all corners and break points and other locations specified by the CITY ENGINEER. All easements shall be field staked and maintained during construction.

b. Right of Way and Easement Maps

Existing right of way and Easement maps shall be submitted to the CITY ENGINEER no later than six (6) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:

(1) Existing right of way, easements (temporary and permanent) and property lines.

(2) Edge of existing and proposed Channel.

(3) Existing fences, utility poles, trees (include location, size and type), shrubbery, and driveways.

(4) Existing major drainage systems.

Proposed right of way and Easement maps shall be submitted to the CITY ENGINEER no later than the 60% submittal.

5. Plans and Specifications

The ENGINEER shall prepare and submit detailed surveys, forms, memorandums, plans, specifications, Design Construction Cost Estimate, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A and III.B. The ENGINEER shall also submit a booklet of photos that clearly depict the PROJECT before and after construction. Work shall include removal, earthwork, sheet piling, gabions, riprap, concrete, pipe, and fencing. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the design stage to insure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent

engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

a. Plans shall be submitted at one (1) stage of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

   (1) **100% Design Submittal** (Issued for Bid Package) shall be made **Four (4) weeks** after the NOTICE TO PROCEED has been issued by the CITY. Plans will include details of field surveyed information such as topography, trees, drainage structures, all utilities, property lines and owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Detailed information for proposed design shall include: alignment, drainage design evaluation, design parameters, topographic information, rerouting of utilities, temporary and proposed permanent easements and potential problems. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, detail sheets, Traffic Control plan sheets, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted. Pertinent and related information required for receipt of bids by the CITY shall be submitted. All design calculations, specifications, and updated cost estimates will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. A final review shall be made by the CITY ENGINEER. Plans shall be provided to each utility at this time.

b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title

Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the PROJECT.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

6. Pre-Bid to Pre-Construction

Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.

b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by

the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.

e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.

f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.

g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.

h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel

involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

   The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

   a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.

   b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.

   c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.

   d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.

   e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

   a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.

e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.

g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.

h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

i. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.

j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any

time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.

l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall provide written notification to the CONTRACTOR indicating the acceptance date for PROJECT maintenance. A copy of the said notification will be provided to the CITY ENGINEER.

4. Progress Review

a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.

c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted by the PROJECT ENGINEER.

b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to

limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering 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 ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Environmental services in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A of this CONTRACT shall not exceed $14,951.00 (Fourteen Thousand Nine Hundred Fifty-One Dollars and Zero Cents).

   b. ENGINEER shall perform Design Phase services through 100%, in accordance with the schedule and appropriate portion of Section III.B of this Agreement. Payment for work performed in Section III.B shall not exceed $21,384.71 (Twenty-One Thousand Three Hundred Eighty-Four Dollars and Seventy-One Cents).

   c. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates

in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III.C of this Agreement shall not exceed $149,507.44 (One Hundred Forty-Nine Thousand Five Hundred Seven Dollars and Forty-Four Cents).

d. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of this Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $5,000.00 (Five Thousand Dollars and No Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $190,843.15 (One Hundred Ninety Thousand Eight Hundred Forty-Three Dollars and Fifteen Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the

foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
   b. Employer's Liability with limits of not less than:

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

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

3. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

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

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

4. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single

limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

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

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

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

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

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

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

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is 2023 City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. E-BUILDER

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

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

MICHAEL BAKER INTERNATIONAL, INC.

By:_____

Print: Jeffrey D. May

Its: Associate Vice President

Address: 11 N. Water Street, Suite 14290

Mobile, AL 36602

Telephone: (251) 380-0898

STATE OF ALABAMA
CITY OF MOBILE

I, Leslie W. Phillips, a Notary Public in and for said State and County, hereby certify that Jeffrey D. May, whose name as Associate Vice President of **Michael Baker International, Inc.** is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 31st day of January, 2023.

LESLIE W. PHILLIPS NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
NOTARY PUBLIC

My Commission Expires: 01/22/2025

EXHIBIT A: PROJECT LOCATION

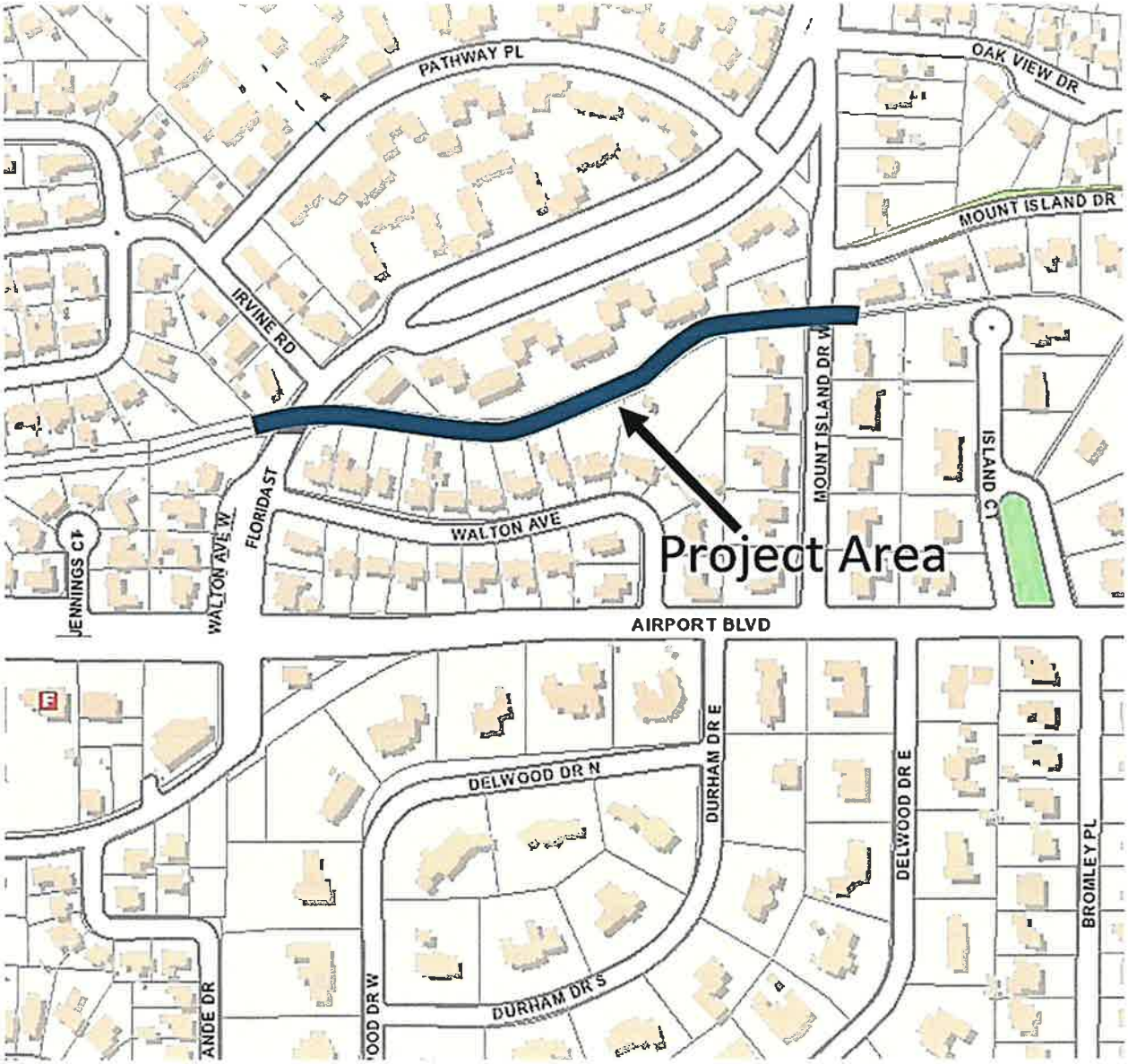


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **Woodcock Creek, West Branch, Drainage Improvements,** City of Mobile Project No. **2018-3005-11.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be $1,836,000.00 **[One Million Eight Hundred Thirty-Six Thousand Dollars and No Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (Environmental Phase, Design Phase, and Construction phase) to be paid to the ENGINEER shall not exceed $190,843.15 **[One Hundred Ninety Thousand Eight Hundred Forty-Three Dollars and Fifteen Cents]**, unless authorized by the CITY.

CITY DISTRICT: District 5

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Environmental Phase.....$14,951.00

Design Phase $21,384.71

Construction Phase $149,507.44

Base Contract Amount **$ 185,843.15**

Additional Services (If requested in writing by the City Engineer).....$ 5,000.00

Total Contract Amount including Additional Services **$ 190,843.15**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
    - Advertisement for Bids
    - Instructions to Bidders
    - Contractor Proposal
    - Contractor Bid Bond
    - Contractor Labor & Materials Bond
    - Contractor Performance Bond
    - Certificate of Contractor's & Subcontractor's Insurance
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
    - PROJECT Sign Detail
    - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
    - Documents showing final quantities & payment
    - Product Specifications, if applicable
- All Haul Tickets
    - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 01/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	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:	XL Insurance America Inc	24554
INSURER B:	American Guarantee & Liability Ins Co	26247
INSURER C:	Allied World Surplus Lines Insurance Co	24319
INSURER D:	Zurich American Ins Co	16535
INSURER E:		
INSURER F:		

INSURED
Michael Baker International, Inc.
11 N. Water Street, Suite 14290
Mobile AL 36602 USA

COVERAGES **CERTIFICATE NUMBER:** 570097637728 **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,

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	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GLO419728101	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 SIR/Deductible	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $250,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAP4197284-01	08/30/2022	08/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$2,000,000 $100,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			AUC053258204	08/30/2022	08/30/2023	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC419728201 AOS WC419728501 WI	08/30/2022 08/30/2022	08/30/2023 08/30/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	E&O-PL-Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2022	08/30/2023	Per Claim Aggregate SIR/Deductible	$5,000,000 $5,000,000 $200,000

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

RE: MB Project Name: Woodcock Creek, West Branch, Drainage Improvements (# 2018-3005-11). City of Mobile, PO Box 1827, Mobile, AL 36633-1827 is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability Policies. General Liability and Automobile Liability Policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Professional Liability and Workers' Compensation Policies.

CERTIFICATE HOLDER

City of Mobile, Alabama
Attn: Tammy Olivero, PE
PO Box 1827 (205 Government Street
3rd Floor, South Tower)
Mobile AL 36633-1827 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 Central, Inc.

Holder Identifier :

Certificate No : 570097637728

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4197281-01	Effective Date: 08/30/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4197284-01	08/30/2022	08/30/2023		15939000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4197281-01	Effective Date: 08/30/2022

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

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CANCELLATION AND NONRENEWAL NOTICE ENDORSEMENT

A. Part Six – Conditions, Paragraph D.2. is replaced by the following:

D. Cancellation

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect except for cancellation for non-payment of premium. If we cancel this policy for non-payment of premium we must mail or deliver to you not less than ten days advance written notice. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

B. Part Six – Conditions, Paragraph F. is added.

F. Nonrenewal Notice

We will mail or deliver to you not less than 90 days advance written notice of our intention to nonrenew this policy. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Jeffrey D. May (affiant) who, being duly sworn says as follows:

Associate Vice President of Michael Baker International, Inc. (MBI) .

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 Assoc. Vice President for MBI 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 MBI is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: **19959** .

Associate Vice President of Michael Baker International, Inc.

Sworn to and subscribed before me this the 31st day of January, 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

LESLIE W. PHILLIPS NOTARY PUBLIC ALABAMA STATE AT LARGE

Leslie W. Phillips
NOTARY PUBLIC
Alabama State At Large
My Commission Expires 1/22/2025

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2018-3005-11 Current Date 2 / 1 / 23

Project Description Woodcock Creek, West Branch, Drainage Improvements

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a contract for Professional Services for design and construction inspection for the specialized work of using gabion construction for ditch lining.

Contract Not to Exceed $190,843.15

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 2/1/2023 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) 2/10/2023 (Date)

Approved By (CAO)

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Graybar Electric Co Inc for 50 LED street light fixtures for Traffic Engineering.

General fund.

Amount of Contract:

$27,481.00

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230215 Graybar Agenda Package POs	Cover Memo	2/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/16/2023 - 1:41 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 22 Feb 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

Approve issuance of purchase order to Graybar Electric Co Inc for 50 LED street light fixtures for Traffic Engineering.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $27,481.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5656.

How many bidders received bid packages (if applicable): 13+web

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:
Local vendor 10 percent price preference over out of state vendor applied.

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
5723	2023	(2060) TRAFFIC ENGINEERING	50 COOPER NAVION LED STREET LIGHT FIXTURES FOR TRAFFIC ENGINEERING (SEALED BID 5656)	$27,481.00	(075199) GRAYBAR ELECTRIC CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00005723-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	TRAFFIC ENGINEERING
4359 HALLS MILL RD	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/13/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5656 AND YOUR BID RESPONSE			
001	FIXTURE, STREET LIGHTNING, LED COOPER NAVION 2 SQUARE 113 WATT WITH 1050 MA DRIVE CURRENT, 4000K, UNIVERSAL VOLTAGE 120-277V, TYPE IV DISTRIBUTION W/SPILL CONTROL, STANDARD GREY FINISH FOR MOUNTING ON LUMINAIRE. VENDOR TO PROVIDE COOPER NVN-SA2C-740-U-SL4-AP-10K. AS PER MY BID 5656 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18223	50.00 EACH	549.62000	27481.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			27481.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00005723-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	TRAFFIC ENGINEERING
4359 HALLS MILL RD	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/13/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Requisition Link

Requisition Total 27481.00

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	27481.00	461065.99
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	02/13/23	DONALD ROSE	Auto approved by: 910518227
Approved	02/13/23	SANDRA LEWIS	
Approved	02/13/23	KAREN NAMAN	Auto approved by: 910518227
Approved	02/13/23	JOHN PAINE	Auto approved by: 910518227
Approved	02/13/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5656

ELECTRICAL SUPPLIES, LED FIXTURE

VENDORS		GRAYBAR	CONSOLIDATED ELECTRICAL DISTRIBUTORS	SOUTHERN LIGHTING AND TRAFFIC SYSTEMS	
Line	Items	Local Preference	Local Preference		
1	COOPER NAVION FIXTURE P/N NVN-SA2C-740-U-SL4-AP	$ 549.62	$ 587.00	$ 539.00	

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

BID SHEET

This is Not an Order

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

Typed by: sd Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
3/3/2022	5656	ELECTRICAL	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:30 AM, Wednesday, March 16, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
QTY Approx 75-150	**ELECTRICAL SUPPLIES, LED FIXTURE** FIXTURE, STREET LIGHTING LED, COOPER LIGHTING NAVION, 2 SQUARE 113W, W/1050MA DRIVE CURRENT, 4000K, UNIVERSAL VOLTAGE 120-277V, TYPE IV DISTRIBUTION W/SPILL CONTROL, STANDARD GREY FINISH FOR MOUNTING ON LUMINAIRE ARM. NAVION P/N NVN-SA2C-740-U-SL4-AP FIXTURE IS AS REQUESTED, NO EQUAL TO ACCEPTED DUE TO FIXTURE BEING ON THE APPROVED LIST FOR ALABAMA DEPARTMENT OF TRANSPORTATION ROADWAY LIGHTING. MAKE_____MODEL_____ Prices quoted on this bid are to be held firm for a period of six (6) months from date of award. At the option of the successful bidder and the City of Mobile, the prices may be extended for four (4) more six (6) month periods. All prices quoted are to be delivered prices F.O.B. Mobile. City of Mobile Business license is required. See Item 14 on Reverse. Page 1 of 2					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

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 2 of 2

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

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

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

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

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

THIS BID WILL BE AWARDED ON AN ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

MOBILE
ALABAMA

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to CDW Government LLC for 19 Apple IPad mini tablets for Public Services.

General fund.

Amount of Contract:

$16,539.36

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

ATTACHMENTS:

Description	Type	Upload Date
20230215 CDW Agenda Package POs	Cover Memo	2/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/16/2023 - 1:41 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 22 Feb 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to CDW Government LLC

PURPOSE & SCOPE OF PROJECT:

Approve issuance of purchase order to CDW Government LLC for 19 Apple IPad mini tablets for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $16,539.36

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia/ National IPA Cooperative Purchasing Agreement, price less than state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
5586	2023	(2070) PUBLIC SERVICES ADMINISTRATION	19 APPLE IPAD MINI TABLETS FOR PUBLIC SERVICES (NATIONAL IPA COOPERATIVE PURCHASING AGREEMENT AT PRICE LESS THAN STATE CONTRACT)	$16,539.36	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00005586-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	PUBLIC WORKS ADMIN.
230 N MILWAUKEE AVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
VERNON HILLS, IL 60061	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#877-501-2756	
Fax 312-705-0431	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/09/23	272932				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER NATIONAL IPA TECHNOLOGY SOLUTIONS CONTRACT #2018011-01 AND YOUR QUOTE #MK8C3LL/A.			
001	ITEM: Apple iPad mini Wi Fi Cellular 6th generation tablet 64 GB 8 3 Supplier Part No: 6698863 Manufacturer Part No: MK8C3LL/A Manufacturer Name: APPLE IPAD Supplier Quote No: 37171 NIGP: UNSPSC: 43211509	19.00 EACH	664.98000	12634.62
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			12634.62
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
	Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
002	ITEM: CDW Product Protection Premium 3 Years iPad Supplier Part	18.00 EACH	158.69000	2856.42

Bill To	Requisition 00005586-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG
	Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/09/23	272932				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
	No: 6027449 Manufacturer Part No: CDW2000IPDUCAD36D Manufacturer Name: Safeware Supplier Quote No: 37171 NIGP: UNSPSC: 43000000			
1	1000.40.20.2070.2086.2070.0000.0000.44020.			2856.42
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
	Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
003	ITEM: OtterBox Defender Series Case for iPad mini 6th gen Black Supplier Part No: 6838005 Manufacturer Part No: 77-87476 Manufacturer Name: OtterBox Supplier Quote No: 37171 NIGP: UNSPSC: 53121705	18.00 EACH	58.24000	1048.32
1	1000.40.20.2070.2086.2070.0000.0000.44020.			1048.32

Bill To	Requisition 00005586-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC	PUBLIC WORKS ADMIN.
230 N MILWAUKEE AVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
VERNON HILLS, IL 60061	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#877-501-2756	
Fax 312-705-0431	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/09/23	272932				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Requisition Link

Requisition Total 16539.36

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020.	16539.36	4901200.49
PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	02/13/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	02/13/23	JAMES DELAPP	
Approved	02/13/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	02/15/23	DONALD ROSE	Approved by: 9105fola
Approved	02/15/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/15/23	KAREN NAMAN	Auto approved by: 910516727
Approved	02/15/23	JOHN PAINE	Auto approved by: 910516727

Bill To	Requisition 00005586-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC	PUBLIC WORKS ADMIN.
230 N MILWAUKEE AVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
VERNON HILLS, IL 60061	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#877-501-2756	
Fax 312-705-0431	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/09/23	272932				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 02/15/23 MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Total Cloud Solutions and Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 22-08

RFP Issued: March 9, 2022

Pre-Proposal Date: March 22, 2022

Response Due Date: January 19, 2021

Proposals Received: 9

Awarded to:

Contract # R220801

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 22-08 on March 9, 2022, to establish a national cooperative contract for Total Cloud Solutions and Services.

The solicitation included cooperative purchasing language in Section I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, IL
- Times Union, NY
- Daily Journal of Commerce, OR, 2020
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review Journal, NV
- The Herald-News, IL

On May 3, 2022, proposals were received from the following offerors:

- CDW Government LLC
- Crayon Software Experts LLC
- DLT Solutions, LLC
- DLZP Group LLC
- Ingram Micro Public Sector LLC
- Mythics Emergent Group, Inc.
- Presidio Networked Solutions LLC
- SHI Government Solutions
- Strategic Communications LLC

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that CDW-Government LLC demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of October 1, 2022.

Contract Highlights:

Collectively, CDW-G is unmatched in the depth and breadth of experience with the top three public cloud providers, AWS, Azure and Google Cloud Platform. Certified technical specialists to advise, plan, implement and manage unique and critical hybrid IT environment. Professional Services for multicloud span an incredible array of disciplines and technologies, and every critical path is covered.

Contract includes:

- Public Cloud Service Providers
- Private Cloud Infrastructure
- Cloud Application
- Managed Cloud Services

Term:

Initial three-year agreement from October 1, 2022 through September 30, 2025 with the option to renew for two (2) additional one-year periods through September 30, 2027

Pricing/Discount:

Due to the complexity and diversity of cloud offerings, please contact your CDW-G Account Rep for pricing.

OMNIA Partners, Public Sector Web Landing Page:

https://www.omniapartners.com/publicsector/suppliers/cdw-g/contract-documentation#c35648

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Relya Gill Mallory
Capital Projects Administrator

Sponsored by:

William S. Stimpson,
Mayor

Purpose and Scope of Project:

to reallocate $100,623.64 from Capital Project #C0048 Stormwater Misc Bridge Improvements in the Alabama Municipal Government Trust Fund (2010) to Capital Project Pinto Pass Bridge Replac-ALDOT Settlement. These funds will be used to pay the final settlement invoice from ALDOT.

Funding Source

Project # C0048 Stormwater-Misc Bridge **Discretionary Funds**

Project String 2010.2010 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Pinto Pass Bridge Replac-ALDOT Settlement	Cover Memo	2/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	2/16/2023 - 9:12 AM
Budget	Holt, Robert	Approved	2/16/2023 - 11:17 AM
Legal	Kern, Chris	Approved	2/16/2023 - 1:04 PM
			2/16/2023 - 1:04

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	2/16/2023 - 2:17 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $100,623.64 in Capital Project #C0048 Stormwater-Misc Bridge Improvements; Alabama Municipal Trust Fund (2010); be reallocated to Capital Project Pinto Pass Bridge-Settlement ALDOT. These funds will be used to pay the final settlement invoice received from Alabama Department of Transportation (ALDOT).

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:
Shonnda Smith, Deputy Director of Public Works

Sponsored by:
Mayor Sandy Stimpson

Purpose and Scope of Project:
To provide professional tennis lessons.

Amount of Contract:
Not to exceed $80,000

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	2/10/2023
resolution	Cover Memo	2/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	McCants, Gerard	Approved	2/8/2023 - 10:18 AM
Legal	Kern, Chris	Approved	2/15/2023 - 10:07 AM
Mayors Office	Montgomery, Brandi	Approved	2/16/2023 - 2:28 PM

Professional Services Contract
City of Mobile

MOBILE
ALABAMA

Mobile Tennis Center Pros

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this day of 2023, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Pierre Hall (sometimes hereinafter Contractor)

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 series 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 $80,000 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:
Pierre Hall
9470 Lexington Court, Mobile, Alabama 36695

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.

NAME, Pierre Hall

BY: Pierre Hall DATE: 2/9/23

Its(Title) Teaching Pro

STATE OF ALABAMA COUNTY
OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify Pierre Hall that 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 9th day of Feb 2023

SEAL Notary Public MY COMMISSION EXPIRES

TAMMY J FULMER NOTARY PUBLIC STATE OF ALABAMA MY COMM. EXPIRES August 8, 2026

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: Mayor DATE:

ATTEST:

City Clerk Date

Exhibit A Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. This contract can be terminated at any time if either party wishes to do so.

8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

9. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

10. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.
11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITYO MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on the behalf of the City of Mobile, an Agreement with Pierre Hall to provide tennis lessons and clinics for Parks and Recreations Department, compensation for work by the contractor will be as provided in the statement of work but in no event shall exceed $80,000 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 office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council find that this resolution necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To design the kitchen flooring replacement at the Arthur R. Outlaw Convention Center

Amount of Contract:

$16,330.00

Funding Source

Project # Arthur R. Outlaw Convention Center - Kitchen Flooring Replacement (design) CN-026-23

Discretionary Funds

Project String C0582 Convention Center-Replace Flooring (20002000-42200)

Contract Number:4326

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CN-026-23 Arthur R. Outlaw Convention Center - Kitchen Flooring Replacement (design)	Cover Memo	2/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/13/2023 - 3:39 PM
Capital	Rhodes, Brenda	Approved	2/14/2023 - 12:50 PM
Legal	Kern, Chris	Approved	2/15/2023 - 10:12 AM

Mayors Office	Montgomery, Brandi	Approved	2/16/2023 - 1:42 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:	THE ARCHITECTS GROUP, INC.
Project Name:	ARTHUR R. OUTLAW CONVENTION CENTER – KITCHEN FLOORING REPLACEMENT
Project Number:	CN-026-23
Amount:	$16,330.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0582 / CONVENTION CTR - REPLACE FLOORING

CAPITAL PROJECT #: C0582 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CN-026-23

CONTRACT AMOUNT: $16,330.00

PROJECT DESCRIPTION: TO DESIGN REPLACEMENT OF KITCHEN FLOORING AT THE ARTHUR R. OUTLAW CONVENTION CENTER (1 SOUTH WATER STREET).

VENDOR NAME: THE ARCHITECTS GROUP, INC.

VENDOR NUMBER: 17750

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:** 2/09/2023

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: The Architects Group, Inc.
710 Downtowner Boulevard
Mobile, Alabama 36609

City of Mobile Business License No.: 044871

Secretary of State Registration No.: 000-001-202

For the following Project: Arthur R. Outlaw Convention Center
Kitchen Flooring Replacement
1 South Water Street
Mobile, Alabama 36602

Project Number: CN-026-23

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE

1.1.1 The Consultant's services consist of those described herewith and as outlined in the Consultant's Proposal for a sum not to exceed SIXTEEN THOUSAND THREE HUNDRED THIRTY AND 00/100 DOLLARS ($16,330.00).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated November 22, 2022, respectively.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name:	The Architects Group, Inc.
Address:	710 Downtowner Boulevard
Phone Number:	(251) 343-1811
Email address:	rkrchak@tagarchitects.net
Name:	Robert M. Krchak, AIA

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within Forty-five (45) calendar days from the date of the Written Notice to Proceed. Deliverables shall be Two (2) sets of original sealed Documents, along with Electronic Digital Form files for all documents, Word format documents and drawings, and other applicable documents.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION

The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated November 22, 2022.

4.1 INSURANCE
For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability
Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

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

2. Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 Each Accident
Bodily Injury by Disease $1,000,000 Policy Limit
Bodily Injury by Disease $1,000,000 Each Employee

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

B. Commercial General Liability Insurance
Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. $2,000,000 Products/Completed Operations aggregate

3. $1,000,000 Personal and Advertising Injury per person/organization

4. $2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant 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.)*

D. Commercial Umbrella Liability Insurance

Consultant 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. Umbrella limits shall be at least $2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects $0 - $1,000,000 $1,000,000/$2,000,000 annual aggregate

2. Projects over $1,000,000 to be determined by Owner

F. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the Certificate of Insurance *(ACORD 101, Additional Remarks Schedule).*

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) 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 Consultant/Subconsultant'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 $5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. 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 Consultant, Owner et al. as an additional insured. Additionally, Consultant 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

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. 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 Consultant/Subconsultant 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.

J. Waiver of Subrogation

Consultant 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 Consultant 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.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile and a deductible not to exceed $10,000, for which Consultant will remain solely responsible for,

shall apply. OPTION- If the Self-Insured Retention (SIR) exceeds $10,000, then City of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated November 22, 2022;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record;
5. E-Verify Enrollment Documentation

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed

under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

12.1 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

13.1 NON-AGENCY CLAUSE

Consultant, 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 Consultant 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 Consultant. 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, Consultant shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Legal Name of Party to Contract:
CONSULTANT: The Architects Group, Inc.

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

Signature

Robert Ronald Taylor, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

_____
City Clerk

STATE OF Alabama

COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Robert R. Taylor as President of The Architects Group, 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 President. Sworn to and subscribed for me this 31st day of January, 2023.

Janice Jenkins
NOTARY PUBLIC My Commission Expires:

JANICE JENKINS
My Commission Expires
May 18, 2024

ARCHITECTURE
PLANNING
INTERIOR DESIGN

David M. Barr, AIA
R. Ronald Taylor, AIA
Daniel J. Borcicky, AIA
Robert M. Krchak, AIA, LEED AP
Tom Kelly, CFM/LEED AP

November 22, 2022

Mr. Gregg Blaize
Facility Maintenance Director
City of Mobile VIA-email

Re: MCC Kitchen Flooring Replacement – Proposal

Dear Mr. Blaize:

After initial review of the existing conditions, flooring repair options, and impact on operations, The Architects Group, Inc. (TAG) proposes the following for Design through CA services:

Scope Development/Construction Options	12 hrs at $130	$ 1,560
Site Investigations/Meetings/Product Selection:	16 hrs at $130	$ 2,080
Estimates:	8 hrs at $130	$ 1,040
Design Documents:	42 hrs at $130	$ 5,460
Bidding:	12 hrs at $130	$ 1,560
CA: Submittals/Mtgs/ 3-site visits/Closeout:	31 hrs at $130	$ 4,030
Administrative, Principal Review:	4 hrs at $150	$ 450
Total		**$ 16,330**

Items not included:
City and Health Department related fees for review and inspections.
Asbestos testing (none anticipated but contractors may want it confirmed).
Engineering fees if it is determined that utility adjustments will be required.

Please let me know if you wish to discuss this or have any questions.

We appreciate the opportunity to submit this proposal and look forward to discussing it further with you.

Sincerely,
THE ARCHITECTS GROUP, INC.

Robert M. Krchak, AIA

RMK/jdj

The Architects Group/Inc.

710 Downtowner Blvd.
Mobile, Alabama 36609
Phone 251 343 1811
FAX 251-343-1834
www.tagarchitects.net

Alabama Secretary of State

The Architects Group, Inc.	
Entity ID Number	000 - 001 - 202
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	06/25/1971
Registered Agent Name	BARR, DAVID M
Registered Office Street Address	710 DOWNTOWNER BLVD MOBILE, AL 36609
Registered Office Mailing Address	Not Provided
Nature of Business	ARCHITECTURE
Capital Authorized	$2,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	MCARTHUR, JOHN A JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	LETSON, WILLIAM F
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SHEPHERD, THOMAS G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	FADDIS, EDWARD L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GANDLER, HARVEY M
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	

The Architects Group, Inc.	
334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	09/12/1975
Probate Office Corrections	CORRECTED REPORT RECEIVED
Transaction Date	02/15/2008
Registered Agent Changed From	* Added
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/15/2008 Registered Agent Change 1 pg.

New Search

E-Verify

Company ID Number: 491737

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 The Architects Group, Inc.	
Cecile Sparks	
Name (Please Type or Print)	Title
Electronically Signed	01/18/2012
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	The Architects Group, Inc.
Company Facility Address:	710 Downtowner Blvd.
	Mobile, AL 36609
Company Alternate Address:	P.O. Box 16547
	Mobile, AL 36616
County or Parish:	MOBILE
Employer Identification Number:	630622691

E-Verify

Company ID Number: 491737

North American Industry Classification Systems Code:	236
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

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

Name:	**Cecile C Sparks**		
Telephone Number:	**(251) 343 - 1811**	Fax Number:	**(251) 343 - 1834**
E-mail Address:	**csparks@tagarchitects.net**		
Name:	**David M Barr**		
Telephone Number:	**(251) 343 - 1811**	Fax Number:	**(251) 343 - 1834**
E-mail Address:	**dbarr@tagarchitects.net**		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606 License#: 2081754 ARCHGRO-02	**CONTACT NAME:** Charity Tout **PHONE (A/C, No, Ext):** 817-349-2334 **FAX (A/C, No):** 817-347-6981 **E-MAIL ADDRESS:** CTout@higginbotham.net
INSURED TAG/The Architects Group, Inc. 710 Downtowner Blvd. Mobile AL 36609	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** National Fire Ins Of Hartford — 20478 **INSURER C :** Transportation Insurance Company — 20494 **INSURER D :** Alabama Self-Insured Worker's Compensation Fund — **INSURER E :** Midwest Employers Casualty Company — 23612 **INSURER F :** Aspen American Insurance Company — 43460

COVERAGES **CERTIFICATE NUMBER:** 2025468526 **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:			2099909862	3/6/2022	3/6/2023	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 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			6024955204	3/6/2022	3/6/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			5093399737	3/6/2022	3/6/2023	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
D E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		P102415AL2023 PTAL129001	1/1/2023 1/1/2023	1/1/2024 1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
F	Professional Liability			AAAE10097003	8/15/2022	8/15/2023	Each Claim $1,000,000	Aggr $3,000,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status (including Completed Ops.)

The General Liability, Automobile Liability, and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability policy has a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written
See Attached...

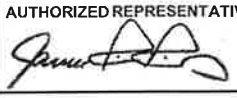
CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Dept.
P.O. Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: ARCHGRO-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	TAG/The Architects Group, Inc. 710 Downtowner Blvd. Mobile AL 36609
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

contract between the Named Insured and the certificate holder that requires such status.

The Umbrella Policy is follow form.

Re: Arthur R. Outlaw Convention Center - Kitchen Flooring Replacement
Project No. CN-026-23.

Certificate holder is insured as noted above and complete to include: City of Mobile

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AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To design upper & lower concourse bathroom renovations and elevator interior renovations at the Arthur R. Outlaw Convention Center

Amount of Contract:

$28,460.00 combined

Funding Source

Project # Arthur R. Outlaw Convention Center – Design Agreement for elevator interiors & concourse bathroom re	**Discretionary Funds**
Project String C0805 and C0804 (20002000-42200)	**Contract Number:**4324 (CN-024-23), 4325 (CN-021-23)
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CN-024-23/CN-021-23 -- Arthur R. Outlaw Convention Center – Design Agreement for elevator interiors & concourse bathroom renovations	Cover Memo	2/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/13/2023 - 3:39 PM

Capital	Rhodes, Brenda	Approved	2/14/2023 - 12:28 PM
Legal	Kern, Chris	Approved	2/15/2023 - 10:23 AM
Mayors Office	Montgomery, Brandi	Approved	2/16/2023 - 1:42 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:	CUMMINGS ARCHITECTURE CORPORATION
Project Name:	ARTHUR R. OUTLAW CONVENTION CENTER – ELEVATOR INTERIOR RENOVATIONS (CN-024-23) AND UPPER AND LOWER CONCOURSE BATHROOM RENOVATIONS (CN-021-23)
Amount:	$28,460.00 COMBINED TOTAL $20,960.00 – CN-024-23 (C0805) $ 7,500.00 – CN-021-23 (C0804)

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0804 / CONV CTR-ELEVATOR-INT RENOVATION

CAPITAL PROJECT #: C0804 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CN-024-23

CONTRACT AMOUNT: $7,500.00

PROJECT DESCRIPTION: TO DESIGN ALTERATIONS FOR NEW INTERIOR FINISHES TO SIX ELEVATOR CARS AT THE CONVENTION CENTER (1 S WATER ST).

VENDOR NAME: CUMMINGS ARCHITECTURE CORPORATION

VENDOR NUMBER: 298216

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:** 2/07/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0805 / CONV CTR-BATHROOM UPGRADES

CAPITAL PROJECT #: C0805 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CN-021-23

CONTRACT AMOUNT: $20,960.00

PROJECT DESCRIPTION: TO DESIGN ALTERATIONS TO FOUR EXISTING REST-ROOMS INSIDE THE CONVENTION CENTER (1 SOUTH WATER STREET).

VENDOR NAME: CUMMINGS ARCHITECTURE CORPORATION

VENDOR NUMBER: 298216

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:** 2/07/2023

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

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

Cummings Architecture Corporation
One Houston Street
Mobile, Alabama 36606

City of Mobile Business License No.: 44734
Secretary of State Registration No.: 000-202-662

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

Arthur R. Outlaw Convention Center- Elevator Interior Renovations
1 South Water Street
Mobile, Alabama 36602
CN-024-23

and

Arthur R. Outlaw Convention Center – Upper and Lower Concourse Bathroom Renovations
1 South Water Street
Mobile, Alabama 36602
CN-021-23

The Owner and Architect agree as follows.

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

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

Init.
/

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User Notes: (1366315598)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Elevator Interior Renovations and Upper and Lower Concourse Bathroom Renovations at the Arthur R. Outlaw Convention Center and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

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

As provided in the consultant's fee proposals dated January 16, 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.)

For renovation designs to Six (6) Elevators and Four (4) Concourse Bathrooms, as outlined in the Consultant's fee proposals.

§ 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 Project # CN-024-23 – Arthur R. Outlaw Convention Center Elevator Interior Renovation is Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00). The estimated cost of construction for Project # CN-021-23 – Arthur R. Outlaw Convention Center Upper and Lower Concourse Bathroom Renovations is Twenty Thousand Nine Hundred Sixty and 00/100 Dollars ($20,960.00).

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

.1 Design phase milestone dates, if any:

Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within two hundred forty (240) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

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

Competitive Bid.

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

N/A

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

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

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

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

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Surveyor:

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(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

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

Benjamin Cummings, Architect
Cummings Architecture Coporation
One Houston Street
Mobile, Alabama 36602
Email: ben@cummings-architecture.com
(251) 433-9600

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect:

Cummings Architecture Coporation
One Houston Street
Mobile, Alabama 36602
Email: ben@cummings-architecture.com
(251) 433-9600

.2 Electrical Engineer:

Dell Consulting
Mechanical and Plumbing
813 Downtowner Boulevard
Mobile, Alabama 36609

.3 Mechanical and Plumbing:

Smith Mechanical
813 Downtowner Boulevard
Mobile, Alabama 36609

(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.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

§ 2.4 N/A

§ 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:

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

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

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

.2 Comprehensive General Liability Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

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

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

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

5. Professional Liability Insurance:

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

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

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to name City of Mobile as an Additional Insured.

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

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, 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 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

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schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

§ 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

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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 applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

§ 3.4 Construction Documents Phase Services

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

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, 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

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prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

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

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

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

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

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

§ 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.

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

§ 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.

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

.2 issue Certificates of Substantial Completion;

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

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

§ 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 assess 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.)

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

§ 4.1.2 Description of Supplemental Services

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

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

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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

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

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

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

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

.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 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 ( ) 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 One (1) inspections for any portion of the Work to determine final completion.

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

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

§ 4.2.5 If the services covered by this Agreement have not been completed within 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.

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§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 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 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 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 to the extent such defense is covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 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.

§ 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

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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)

For Renovations to Four (4) Concourse Restrooms:	
A. Basic Services Stipulated Sum:	$ 20,960.00
B. Printing Reimbursable Expenses:	$ 500.00
For Interior Refurbishment to Six (6) Elevators:	
A. Basic Services Stipulated Sum:	$ 7,000.00
B. Printing Reimbursable Expenses:	$ 500.00
Total Contract Amount: (not to exceed)	$ 28,460.00

.2 Percentage Basis
(Insert percentage value)

N/A

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.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15%)
Design Development Phase	twenty-five	percent (	25%)
Construction Documents Phase	forty	percent (	40%)
Procurement Phase and 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.)

See Exhibit A

Employee or Category	Rate ($0.00)
(Row deleted)	

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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- a. Proposal for Architectural Services, Exhibit A
- b. Insurance Requirements, Exhibit 1
- c. Architect's E-Verify Documentation
- d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, & 3D

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 15 IMMIGRATION LAW

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

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.

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ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

ARTICLE 18 For the purposes of articles 8.1.6, 8.1.5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

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User Notes: (1366315598)

This Agreement entered into as of the day and year first written above.

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

Legal Name of Party to Contact-Consultant:
Cummings Architecture Corporation

ARCHITECT *(Signature)*

Benjamin P. Cummings, 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 Benjamin P. Cummings as President of Cummings Architecture Corporation and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this 31st day of January, 2023.

NOTARY PUBLIC
My Commission Expires: 3/5/25

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User Notes:

CUMMINGS
ARCHITECTURE
CORP

January 16, 2023

TO: Gregg Blaize
City of Mobile

RE: **FEE PROPOSAL**
Elevator Cab Upgrades at Arthur Outlaw Mobile Convention Center
Water Street
Mobile, Alabama

SCOPE OF WORK:

The Cummings Architecture Corporation will prepare construction documents for new interior finishes to six elevator cars at the Mobile Convention Center. Cummings was provided as a reference a quote from KONE Elevators for the cab refurbishment. The package prepared by Cummings will be based on the summary of work included in the KONE quote.

The fee specifically includes and excludes the items listed in "Summary of Services" below.

SUMMARY OF SERVICES:

INCLUDED:

- Architectural Design and Drawings
- Electrical Design and Drawings (includes fire alarm and lighting upgrades)
- Obtain approval from City of Mobile Building Department
- Minimal involvement during bidding phase. City to handle the bidding process and furnish the front-end specifications.
- Periodic Site Visits during construction phase
- Submittal review
- Punch List

NOT INCLUDED:

- Structural Alterations
- Mechanical Design and Drawings
- Plumbing Design and Drawings
- Hazardous Material Testing and abatement specifications
- Construction cost estimate

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- 3D colored renderings
- Project Advertisement and Bidding of Project
- Contractor Selection/Negotiations
- Contract preparation
- Contractor Pay Application Review
- Any special approvals other than the standard building department plan review
- Elevation Certificates or Flood Development Approvals
- As-Built Plan Preparation

FEE PROPOSAL:

Work to be performed for a fee plus reimbursable expenses. A breakdown of the architectural and engineering fees and services is provided below.

Architectural and Engineering Services:	$ 7,000
Reimbursable Expenses Estimate:	$ 500 (estimate)
TOTAL:	**$ 7,500**

ADDITIONAL SERVICES:

For additional services requested of this firm beyond the scope as described either an additional fee proposal for each service will be submitted or services will be performed on an hourly basis. If services are to be performed on an hourly basis the following rates shall apply.

Principal:	$ 200/hr.
Designer:	$ 130/hr.
Clerical:	$ 55/hr.
Consultant/Subcontractor:	Fee charged to Architect plus 20%

REIMBURSABLE EXPENSES:

Reimbursable expenses will be billed as follows: Expenses incurred to architect pertaining to project plus a multiplier of 20%. Reimbursable expenses include items such as survey, testing, printing and plotting of drawings, plan review fees, permitting fees, postage, long distance telephone calls, etc.

BILLING METHOD:

No down payment is required. Invoices are sent at or near the first of the month for work completed or expenses incurred during that billing cycle. Payment is due within 30 days of invoicing.

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LATE FEES:

Payments due and unpaid under the Contract shall bear interest from the date the payment is due at the rate stated below:
Interest on unpaid balances owing to the Architect shall accrue at a rate of three percent (3%) per month or fraction of month.
Owner agrees to pay any and all costs of collecting or securing or attempting to collect or secure any monies due under this Contract including, without limitation, all attorney's fees and other expenses, which shall constitute additional indebtedness owing to the Architect.

END OF PROPOSAL:

Signature:_____ Date: January 16, 2023

Benjamin P. Cummings

(This is a three-page document.)

CUMMINGS
ARCHITECTURE
CORP

January 16, 2023

TO: Gregg Blaize
City of Mobile

RE: **FEE PROPOSAL**
Restroom Renovations at Arthur Outlaw Mobile Convention Center
Water Street
Mobile, Alabama

SCOPE OF WORK:

The Cummings Architecture Corporation and its consultants will prepare construction documents for alterations to four existing restrooms inside the Mobile Convention Center. The four restrooms to be renovated shall be renovated similarly to other restrooms that have previously been renovated in the building. Cummings has been provided with plans of those previous renovations to use as a guide in preparing the new drawings. The proposed work is limited to four restrooms. (Please note that I have spoken to the engineers that were involved in the past renovations and intend to use the same engineers for this project. I have been informed by them that the existing plumbing was in very poor condition. Our design will include the removal of the plumbing wet walls for the replacement of the piping.)

The fee specifically includes and excludes the items listed in "Summary of Services" below.

SUMMARY OF SERVICES:

INCLUDED:

- Architectural Design and Drawings
- Electrical Design and Drawings
- Mechanical Design and Drawings
- Plumbing Design and Drawings
- Obtain approval from City of Mobile Building Department
- Minimal involvement during bidding phase. City to handle the bidding process and furnish the front-end specifications.
- Periodic Site Visits during construction phase
- Submittal review
- Punch List

CUMMINGS
ARCHITECTURE
CORP

NOT INCLUDED:

- Structural Alterations
- Hazardous Material Testing and abatement specifications
- Construction cost estimate
- 3D colored renderings
- Project Advertisement and Bidding of Project
- Contractor Selection/Negotiations
- Contract preparation
- Contractor Pay Application Review
- Any special approvals other than the standard building department plan review
- Elevation Certificates or Flood Development Approvals
- As-Built Plan Preparation

FEE PROPOSAL:

Work to be performed for a fee plus reimbursable expenses. A breakdown of the architectural and engineering fees and services is provided below.

Architectural and Engineering Services:	$ 20,460
Reimbursable Expenses Estimate:	$ 500 (estimate)
TOTAL:	**$ 20,960**

ADDITIONAL SERVICES:

For additional services requested of this firm beyond the scope as described either an additional fee proposal for each service will be submitted or services will be performed on an hourly basis. If services are to be performed on an hourly basis the following rates shall apply.

Principal:	$ 200/hr.
Designer:	$ 130/hr.
Clerical:	$ 55/hr.
Consultant/Subcontractor:	Fee charged to Architect plus 20%

REIMBURSABLE EXPENSES:

Reimbursable expenses will be billed as follows: Expenses incurred to architect pertaining to project plus a multiplier of 20%. Reimbursable expenses include items such as survey, testing, printing and plotting of drawings, plan review fees, permitting fees, postage, long distance telephone calls, etc.

BILLING METHOD:

No down payment is required. Invoices are sent at or near the first of the month for work completed or expenses incurred during that billing cycle. Payment is due within 30 days of invoicing.

CUMMINGS
ARCHITECTURE
CORP

LATE FEES:

Payments due and unpaid under the Contract shall bear interest from the date the payment is due at the rate stated below:
Interest on unpaid balances owing to the Architect shall accrue at a rate of three percent (3%) per month or fraction of month.
Owner agrees to pay any and all costs of collecting or securing or attempting to collect or secure any monies due under this Contract including, without limitation, all attorney's fees and other expenses, which shall constitute additional indebtedness owing to the Architect.

END OF PROPOSAL:

Signature:_____ Date: January 16, 2023

Benjamin P. Cummings

(This is a three-page document.)

Alabama Secretary of State

Cummings Architecture Corporation	
Entity ID Number	000 - 202 - 662
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	05/07/1999
Registered Agent Name	CUMMINGS, BENJAMIN P
Registered Office Street Address	1011 AUGUSTA ST MOBILE, AL 36604
Registered Office Mailing Address	Not Provided
Nature of Business	ENGAGE IN ARCHITECTURE BUSINESS
Capital Authorized	$1,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	CUMMINGS, BENJAMIN P
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	1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/07/1999 Certificate of Formation 5 pgs.

New Search

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 469012 **Client Company ID Number:** 2072287

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	CUMMINGS ARCHITECTURE CORP
Company Facility Address	ONE HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	631225515
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 469012

Client Company ID Number: 2072287

Approved by:

Employer CUMMINGS ARCHITECTURE CORP	
Name (Please Type or Print) LAURA H CUMMINGS	**Title** office mng.
Signature	**Date** 2-3-23
E-Verify Employer Agent EMPLOYERS ADMINISTRATIVE SERVICES INC	
Name (Please Type or Print) JANE BRIGHAM	**Title**
Signature	**Date**
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	**Title**
Signature	**Date**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606
License#: 2081754
CUMMARC-01

CONTACT NAME: Kim Moore
PHONE (A/C, No, Ext): 251-473-4600 **FAX (A/C, No):** 251-450-0032
E-MAIL ADDRESS: kmoore@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Accredited Surety And Casualty Company, Inc.	26379
INSURER B : Starstone National Insurance Company	25496
INSURER C : Sheffield Fund	
INSURER D : Evanston Insurance Company	35378
INSURER E : Aspen American Insurance Company	43460
INSURER F :	

INSURED
Cummings Architecture Corporation
1 Houston Street
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** 1287472572 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y	Y	1ABPAL05132211900	6/14/2022	6/14/2023	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 $ 10,000 $ Included $ 2,000,000 $ Excluded $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			1ABPAL05132211900	6/14/2022	6/14/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0	Y	Y	88798N220ALI	6/14/2022	6/14/2023	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	60020230683200 3FF3824	1/1/2023 1/1/2023	12/31/2023 12/31/2023	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	Professional Liability			AAAE30020902	6/15/2022	6/15/2023	Aggregate Per Occurrence Deductible	$2,000,000 $1,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Number: CN-254-23 Project: Arthur R. Outlaw Convention Center - Elevator Interior Renovations Mobile, AL
Project Number: CN-021-23 Project: Arthur R. Outlaw Convention Center - Upper and Lower Concourse Bathroom Renovations Mobile, AL
City of Mobile is Additional Insured as respects General Liability. The General Liability policy is Primary and Non-contributory if required by written contract. The General Liability policy includes a Blanket Waiver of Subrogation that applies where required by written contract. A Waive of Subrogation applies in favor of City of Mobile as respects Workers Compensation. Excess Liability is Follow Form. A 30 Day Notice of Cancellation (except 10 days for non-payment) applies.

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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AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Shonnda Smith, Deputy Executive Director of Public Works

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the South Alabama Planning Commission (SARPC) in the amount of $360,000.00 for the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Grant. There is a 20% local match requirement.

Funding Source

Project # MP2025 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $360,000.00 **Matching Funds** $72,000.00

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	2/16/2023
Resolution	Resolution Letter	2/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	2/16/2023 - 11:38 AM
Legal	Kern, Chris	Approved	2/16/2023 - 11:42 AM
Legal	Kern, Chris	Approved	2/16/2023 - 11:57 AM
Mayors Office	Montgomery, Brandi	Approved	2/16/2023 - 2:29 PM

CITY OF MOBILE

PARKS & RECREATION DEPARTMENT

February 15, 2023

February 15, 2023

To Whom It May Concern:

The resolution to submit an application to the South Alabama Regional Planning Commission for funding through the FTA Section 5310 grant program for Enhanced Mobility for Seniors & Individuals with Disabilities is attached. We are requesting $360,000 for the purchase of three (3) 12-passenger buses to provide transportation for participants to attend this Department's SAIL and therapeutic programs. The vehicles used for this purpose have reached the end of their life spans. Thus, we are currently unable to provide transportation for participants to attend these important programs that contribute to their health and well-being.

We look forward to continued communication with you on this important project. Please contact me (251-208-1625, shonnda.smith@cityofmobile.org) or Operations Manager Gerard McCants (251-208-1523, mccantsg@cityofmobile.org) with any questions you may have.

Respectfully,

Shonnda Smith
Deputy Executive Director
Public Works Department

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 South Alabama Regional Planning Commission, a Notice of Award for grant assistance in the amount of $360,000.00 for the Federal Transit Act (FTA) Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Grant. There is a 20% match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the South Alabama Regional Planning Commission (SARPC). Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Mobile City Council authorizes the expenditure of 20% matching funds in the amount of $72,000.00 in the event this grant is received.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Allstate Insurance Company as Subrogee of their insured Stephanie Blackwell

Amount of Contract:
n/a

Effective Date of Contract:
2/28/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Blackwell

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 - Blackwell	Resolution Letter	2/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	2/15/2023 - 8:06 AM
			2/15/2023 -

Legal	Kern, Chris	Approved	10:04 AM
Mayors Office	Montgomery, Brandi	Approved	2/16/2023 - 2:14 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Allstate Insurance Company as Subrogee of their insured Stephanie Blackwell, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D014\P005\00113819.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/23/2023 - 11:32 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:	Callaghan's Irish Social Club
Location:	St. Patrick's Day Street Party 250 Marine Street Mobile, AL 36604

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 5559

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 02.07.2023

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: *CALLAGHANS IRISH SOCIAL CLUB*

Trade Name: ST PATRICKS DAY STREET PARTY

Location: 250 MARINE STREET MOBILE AL 36604

This business is located within the City's corporate limits.

Comments:
NEW APPLICATION
AGENDA DATE
02.28.2023
SPECIAL EVENT

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

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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P.O. Box 1151
Montgomery, AL 36101

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(Type of License)

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Trade Name: ST PATRICKS DAY STREET PARTY

Location: 250 MARINE STREET MOBILE AL 36604

This business is located within the City's corporate limits.

Comments:
NEW APPLICATION
AGENDA DATE
02.28.2023
SPECIAL EVENT

Yours Very Truly,

Mobile City Council President

Signature of above applicant _____

Date applicant signed for this approval letter _____

Paul O. Prine
Chief of Police

2460 Government Blvd
Mobile, AL 36606
(251) 208-1701
(251) 208-1705 FAX

To: Paul O. Prine
Chief of Police

From: _____
Captain Jonathan Lee
Commander, Special Investigation Section

Date: February 16, 2022

Re: Alcoholic Beverage License Application No. 5559
Callaghan's Irish Social Club INC
D/B/A: St. Patrick's Day Street Party
250 Marine St
Mobile, AL 36604
John Thompson, President
Roy Sherer, Vice President

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. The name of the special event will be St. Patrick's Day Street Party. The City of Mobile Revenue department has advised although this is a new application, all taxes have been reported and paid for Callaghan's 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:

FEB 14 2023
CHIEF OF POLICE

_____ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **February 13, 2023**

Re: **Application # 5559 / 250 Marine St.**

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1 and has a non-conforming status. This is to advise that a special event with special retail sales is a permitted use under the non-conforming status.

The site also has a non-conforming status with regard to parking.

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 5559 DATE FEBRUARY 28, 2023

APPLICANT CALLAGHANS IRISH SOCIAL CLUB

LOCATION 250 MARINE 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 02.28.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5559

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

CALLAGHANS IRISH SOCIAL CLUB 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: *CALLAGHANS IRISH SOCIAL CLUB*

TRADE NAME: ST PATRICKS DAY STREET PARTY

LOCATED AT: 250 MARINE STREET MOBILE AL 36604

☐ 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: JOHN THOMPSON **PHONE#:** 251.401.4688

AGENDA DATE 02.28.2023

A 120998

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5559

☑ **NEW APPLICATION**	☐ **TRANSFER-OWNERSHIP**	☐ **TRANSFER-LOCATION**

CALLAGHANS IRISH SOCIAL CLUB 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: *CALLAGHANS IRISH SOCIAL CLUB*

TRADE NAME: ST PATRICKS DAY STREET PARTY

LOCATED AT: 250 MARINE STREET MOBILE AL 36604

☐ 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: JOHN THOMPSON **PHONE#:** 251.401.4688

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 02.07.2023
Application No: 5559

Type License: *140 - SPECIAL EVENTS RETAIL*

Type License: *N/A*

Name of Applicant(s) *CALLAGHANS IRISH SOCIAL CLUB 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
JOHN MCDERMOTT THOMPSON	PRESIDENT	11.06.1962 MOBILE AL	
ROY RICHARD SHERER	VICE PRESIDENT	11.21.1963 JEFFERSON CITY TN	

Corporate information: 5615 943 (Enter book & page or document info) Date: 06.28.2004 (Incorporation or Authority) County: MOBILE

Trade Name *CALLAGHANS ST PATRICKS DAY 2022*

Location 250 MARINE STREET MOBILE AL 36604

Mailing Addres _____
(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?

CALLAGHANS IRISH SOCIAL CLUB - RESTAURANT LIC - MOBILE
MANCI'S ANTIQUE CLUB - RESTAURANT - Daphne
NIXONS - RESTAURANT - MOBILE

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** [signature]

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** [signature]

COUNTY OF **MOBILE** **TITLE** PRESIDENT **DATE** 2/7/23

The undersigned CALLAGHANS IRISH SOCIAL CLUB INC - JOHN M THOMPSON
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

[signature]
Signature of Affiant

Sworn to and subscribed before, me this 7th day of Febeuary Year 2023

[signature]
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 JOHN M THOMPSON E-mail: CALLAGHANSINMOBILE@HOTMAIL.COM

Phone Number: Home: 251.401.4688 Cell: 251.401.4688 Bus: 251.433.9374

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 100 License premises includes patio area *NO*

Square Footage 2000

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
JOHN M THOMPSON	DUI - 1994	DAPHNE POLICE	

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: _____

Lease /Property Ownership

Name of Property Owner/Lessor: WENDELL QUIMBY 251.209.2274

Address of Property Owner/Lessor: 7 NORTH CEDAR STREET MOBILE AL 36602

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) _____

CITY OF MOBILE

REVENUE DEPARTMENT

February 7, 2023

SP EVT -CALLAGHANS ST PATRICKS DAY PARTY

250 MARINE STREET

MOBILE, AL 36604 USA

ACCOUNT NUMBER: 120998 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1486538	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

032126-0005 EDIE A. 02/07/2023 01:11PM

BUSINESS LICENSE
CALLAGHANS IRISH SOCIAL CLUB INC
120998
2023 Item: 1486538
ALCOHOL APPLICATION FEE 50.00

50.00

Subtotal **50.00**
TP CC FEE 5.00
Total **55.00**

REVENUE CC 55.00
MasterCard **********5433
Ref=fda292e8-7060-46e6-bd90-5602a2e16836
Auth=031141

Change due **0.00**

Paid by: CALLAGHANS IRISH SOCIAL CLUB INC

Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230201134652923

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

Type License: **State:** **County:**

Trade Name: ST PATRICKS DAY STREET PARTY **Filing Fee:** $50.00

Applicant: CALLAGHANS IRISH SOCIAL CLUB **Transfer Fee:**

Location Address: 250 MARINE ST MOBILE, AL 36604

Mailing Address: 916 CHARLESTON ST MOBILE, AL 36604

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 5615 943

Do you sell Draft Beer?:

Date Incorporated: 06/28/2004 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 06/28/2004

Federal Tax ID: 20-1434741 **Alabama State Sales Tax ID:** 490042463

Name:	Title:	Date and Place of Birth:	Residence Address:
ROY RICHARD SHERER	VICE PRESIDENT	11/21/1963 JEFFERSON CITY TN	
JOHN MCDERMOTT THOMPSON	PRESIDENT	11/06/1962 MOBILE AL	

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: JOHN THOMPSON **Home Phone:** 251-401-4688
Business Phone: 251-433-9374 **Cell Phone:** 251-401-4688
Fax: **E-mail:** CALLAGHANSINMOBILE@HOTMAIL.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: 20230201134652923

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: A WNDELL QUIMBY 251-209-2274
What is lessors primary business? REAL ESTATE4
Is lessor involved in any way with the alcoholic beverage business? YES
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: 2000 Display Square Footage:
Building seating capacity: 210 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:
JOHN THOMPSON	1984 DUI	DAPHNE POLICE DEPT	

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230201134652923

Initial each — **Signature page**

Initial each	
[ ]	In reference to law violations, I attest to the truthfulness of the responses given within the application.
[ ]	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
[ ]	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
[ ]	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
[ ]	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
[ ]	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
[ ]	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): John Thompson

Signature of Applicant:

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

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:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230201134652923

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: 03/18/2023 Ending Date: 03/19/2023
Special terms and conditions for special event/special retail:
EVENT WILL BE HELD SATURDAY MARCH 18, 2023. LICENSE COVERS THE TENT IN THE PARKING LOT ACROSS THE STREET FROM CALLAGHANS IRISH SOCIAL CLUB. BEER WINE AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PRMISE. ENTRANCE AND EXIT WILL BE CONTROLLED. 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: TENT IN PARKING LOT
Are there any special restrictions, instructions, and/or conditions for this license?: EVENT WILL BE HELD SATURDAY MARCH 18, 2023. LICENSE COVERS THE TENT IN THE PARKING LOT ACROSS THE STREET FROM CALLAGHANS IRISH SOCIAL CLUB. BEER WINE AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PRMISE. ENTRANCE AND EXIT WILL BE CONTROLLED. THIS IS A NON RENEWABLE LICENSE
Is the lessor involved in any way with the alcohol beverage business?: OWNER OF THE GARAGE

Skinner, Shawn

From: John Thompson <callaghansinmobile@hotmail.com>
Sent: Monday, February 6, 2023 4:19 PM
To: Skinner, Shawn
Subject: Special event info
Attachments: City special event papework.pdf

You don't often get email from callaghansinmobile@hotmail.com. Learn why this is important

CAUTION: External Email

Hey Shawn
here is some of the paperwork, I'll have ID's etc with me tomorrow
Thansk
John
Callaghans
251-401-4688

INFORMATION SHEET

Contact Person: John Thompson **Phone #:** 2514014688

Business Name: CALLAGHANS IRISH SOCIAL CLUB

Corporation Name: CALLAGHANS IRISH SOCIAL CLUB INC

Business Address: 916 Charleston ST MOBILE AL 36604

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. Book 5615 page 942 **County** MOBILE ;
(Enter book and page or document info)

Date June 1, 2004
(Incorporation or Authority)

Is business equipped with table & chairs? NO **Building seating capacity;** 2000 SQ FT TENT

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? _____ **If yes explain:**

Square Feet of building 2000 SQUARE FOOT TENT

For a SPECIAL EVENT, list dates: from ~~3/17/23~~ **to** ~~3/18/23~~. 3/18/23 TO 3/18/23
Type of Event ST PATRICKS DAY PARTY.

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?** _____.

2

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): CALLAGHANS IRISH SOCIAL CLUB INC
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*) John McDermott Thompson

Social Security #: _____ Race: Cau Sex: (✓)M ( )F

Driver License#: _____ State AL

Title (*i.e. Owner, President, Member*) PRESIDENT

Date of Birth 11 / 06 / 1962

Place of Birth MOBILE AL USA
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 12 Home#: _____ Cell# 251 401 4688

****

Full Name (*First, Middle, Last*) Roy Richard Sherer

Social Security #: _____ Race: CAU Sex: (✓)M ( )F

Driver License#: _____ State AL

Title (*i.e. Owner, President, Member*) VICE PRESIDENT

Date of Birth 11 / 21 / 1963

Place of Birth Jefferson TN USA
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 7 Home#: _____ Cell# 251 243 6367

****

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
John Thompson	1984	Daphne	Nol Pross - PLED GUILT.

I certify that the above information is correct and true.

John President **Date:** 1/31/22

Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: WENDELL QUIMBY

(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.

20040617302 Book-5615 Page-963
Total Number of Pages: 4

236074

ARTICLES OF INCORPORATION OF CALLAGHAN'S IRISH SOCIAL CLUB, INC.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, acting pursuant to duly authorized resolution of Callaghan's Irish Social Club, Inc. under the Code of Alabama, hereby adopt the following Articles of Incorporation for such Corporation:

ARTICLE I

The name of the Corporation is Callaghan's Irish Social Club, Inc.

ARTICLE II

The period of the duration of the Corporation shall be perpetual.

ARTICLE III

The purposes for which the Corporation is organized are as follows:

1. To engage in the business of restaurant management and any other business the Board may deem appropriate.

2. To acquire and pay for in cash or otherwise, stock or bonds, the good will, rights, assets and property, in whole or in part, tangible or intangible of any other firm or Corporation, and to undertake or assume the whole or any part of any such business acquired; and to exercise all of the powers necessary or convenient in and about the conduct of and management of such business.

3. To enter into, make and perform contracts of any kind and description with any person, firm, association, corporation, municipality, country, state, body politic or government or dependency thereof.

RECEIVED
JUL - 2 2001
SECRETARY OF STATE

The address of the initial registered office of the Corporation is 916 Charleston Street, Mobile, Alabama 36604, and the names of its initial registered agents at such address are John Thompson and Charles E. ("Chuck") Commiskey.

ARTICLE VII

This Corporation will be authorized to operate as an S Corporation as defined in Subchapter S, Revision Act of 1982, of the United States Revenue Code, if it so desires.

ARTICLE VIII

The number of Directors constituting the Board of Directors of the Corporation is two, and the names and addresses of the persons who are to serve as Directors are as follows:

John Thompson, President
351 West Street
Mobile, Alabama 36604

Charles E. ("Chuck") Commiskey, Secretary/Treasurer
53 N. Ann Street
Mobile, Alabama 36604

ARTICLE IX

The name and address of the Incorporators shall be declared as follows:

John Thompson
351 West Street
Mobile, Alabama 36604

Charles E. ("Chuck") Commiskey
53 N. Ann Street
Mobile, Alabama 36604

IN WITNESS WHEREOF, the said Incorporators have executed these Articles of Incorporation on this the 26 day of May, 2004.

State of Alabama-Mobile County
I certify this instrument was filed on.
Monday, June 28, 2004 04:11:00 PM
F.R. FEE $2.00
RECORDING FEES $36.00
TOTAL AMOUNT $38.00

2004047302
Don Davis, Judge of Probate

JOHN THOMPSON, Incorporator

CHARLES E. COMMISKEY, Incorporator

STATE OF ALABAMA
COUNTY OF MOBILE

I, Thomas Boller a Notary Public, in and for the said State and County, do hereby certify that John Thompson and Charles E. Commiskey, whose names are signed to the foregoing Articles of Incorporation and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 1st day of June, 2004.

NOTARY PUBLIC
State of Alabama at Large
EXPIRES 2/13/05

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge
Signature _____
Deputy/Assistant Chief Clerk
Date: 6-28-04

PREPARED BY:
Thomas R. Boller, Attorney at Law, 150 Government Street, Suite 1001, Mobile, Alabama 36602
251-433-2133

Nancy L. Worley
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Nancy L. Worley, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Section 10-2B-4.02, Code of Alabama 1975, and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

Callaghan's Irish Social Club, Inc.

This domestic corporation name is proposed to be incorporated in Mobile County and is for the exclusive use of Thomas Boller, 150 Government St Ste 1001, Mobile, AL 36602 for a period of one hundred twenty days beginning June 21, 2004 and expiring October 20, 2004.

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.

June 21, 2004

Date

Nancy L. Worley

Nancy L. Worley — Secretary of State

STOCK TRANSFER IN
CALLAGHAN'S IRISH SOCIAL CLUB, INC.

For full and adequate consideration received, John Thompson hereby sells, assigns, and transfers to Roy Richard Sherer, 10% of the shares of stock assigned by H. Wendell Quimby on June 3, 2003 in Callaghan's Irish Social Club, Incorporated.

DATED: 7/17/2018

JOHN THOMPSON

Sworn to and subscribed before me on this 17th day of July 2018.

NOTARY PUBLIC
My Commission Expires: 8/22/21

RESIGNATION

I, Charles E. Commiskey, do hereby on this day resign from the board of directors and in any capacity as any officer in Callaghan's Irish Social Club, Inc. and Callaghan Irish Social Club, Incorporated.

Date: _____
CHARLES E. COMMISKEY
a/k/n Chuck Commiskey

Sworn to and subscribed before me this 15TH day of February, 2008.

_____
Notary Public
My Commission Expires: 8/12/09

MOBILE COUNTY, PROBATE COURT
DON DAVIS, JUDGE
P. O. BOX 7 MOBILE, 36601 (251) 574-8497

DOCUMENT TYPE: PERSONAL PROPERTY, BILL OF SALE, ETC.
DATE: Wednesday, February 18, 2009 RECEIPT NUMBER: 20090206R2
RECEIVED OF: THOMAS BOLLER Book-6495 Page-764 1st Of 2 Page(s):

2 DOCUMENT PAGE(S)	$5.00
1 DEED TAX	$0.50
1 SURCHARGE	$10.00
1 S.R. FEE	$2.00
1 RECORDATION STAMP	$1.00
1 CASH	-$18.50
RECORDING COST	$18.50

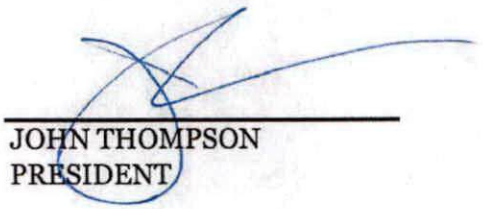
TELLER: pcm103

FEB-18-2009 05:28PM From: ID:DISTRICT 7 Page:003 R=95%

List of Current Officer(s) of CALLAGHANS IRISH SOCIAL CLUB INC

The following is the List of Officer(s) of CALLAGHANS IRISH SOCIAL CLUB INC

NAME	TITLE
JOHN THOMPSON	PRESIDENT
ROY SHERER	VICE PRESIDENT



JOHN THOMPSON
PRESIDENT

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 - STREET PARTY

(Type of business)

CALLAGHANS IRISH SOCIAL CLUB INC

(Name of applicant whether individual, corporation, etc.)

250 MARINE STREET

(Location address for application)

Mobile AL 36604

City State Zip

2,000 SQ FT TENT

(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.

****

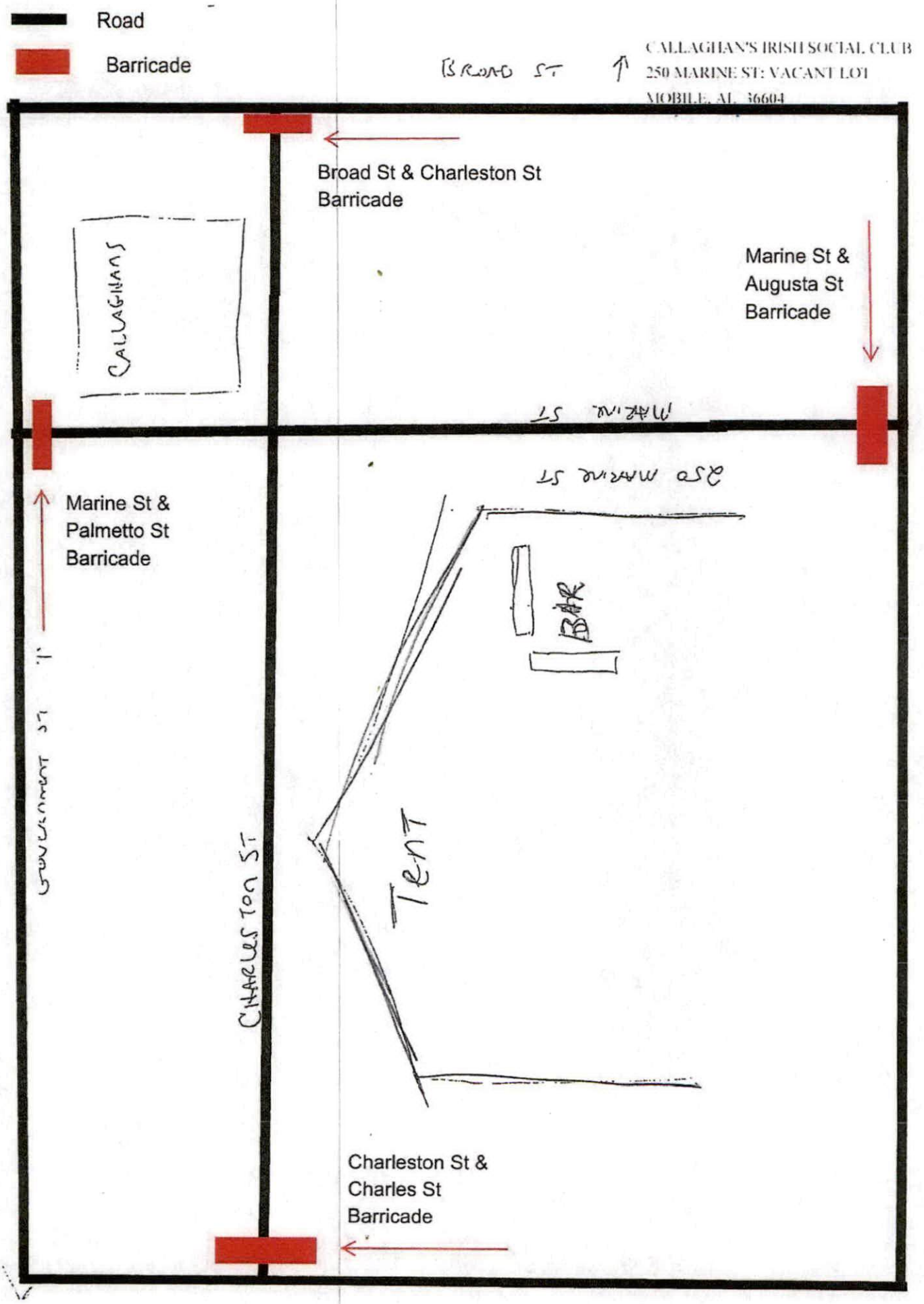
URBAN DEVELOPMENT DEPARTMENT

Zoning_____ Parking Provided_____

Parking Required_____ Compliance:_____Yes _____No

_____ _____

(Signed by Urban Development Dept) Date


Road
Barricade
BROAD ST
CALLAGHAN'S IRISH SOCIAL CLUB
250 MARINE ST: VACANT LOT
MOBILE, AL 36604
Broad St & Charleston St
Barricade
CALLAGHANS
Marine St &
Augusta St
Barricade
MARINE ST
Marine St &
Palmetto St
Barricade
GOVERNMENT ST
CHARLESTON ST
BAR
TENT
Charleston St &
Charles St
Barricade

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE,** State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION)

The above described property is ( ) owned, (✓) leased, ( ) sub-leased, or otherwise surrendered to CALLAGHANS IRISH SOCIAL CLUB who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 20th day of January, 2023.

Notary Public — Property Owner — Date 1/28/2023

11/18/25 — My Commission Expires

Licensee — Date 1/28/23

EXHIBIT A

THE N 1/2 OF LOTS 1 & 2 SQR 48 WEST GORDON DIV OF FAVRE TRT DBK 34 P 150 DESC AS BEG AT SW COR OF CHARLESTON & MARINE STS RUN TH WLY ALG & PAR WITH CHARLESTON ST 100 FT TO PT THEN RUN SLY & PAR WITH MARINE ST 60 FT TO PT TH ELY PAR WITH CHARLESTON ST 100 FT TO PT ON W/L OF MARINE ST THEN RUN NLY ALG W/L OF MARINE ST 60 FT TO POB #SEC 39 T4S R1W #MP29 06 39 0 003

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 #	120998
Business Name	CALLAGHANS IRISH SOCIAL CLUB INC
Company DBA	CALLAGHANS - ST PATRICK DAY PARTY
Business Address	205 MARINE STREET 36604
License Type	140 - SPECIAL EVENTS RETAIL
Post Date	02.07.2023
Agenda Meeting Date	02.28.2023

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/28/2023

Funding Source

Project # 56 Brucewood Drive East - ME-094-22 **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 - 56 Brucewood Drive East	Cover Memo	2/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/23/2023 - 11:51 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 **56 BRUCEWOOD DRIVE EAST** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7, 8, 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 **56 BRUCEWOOD DRIVE EAST** described as:

LOT 28 BRUCEWOOD SUB MBK 9 P 486 #SEC 35 T3S R2W #MP23 07 35 1 000

Parcel Number: 23 07 35 1 000 037

Last Assessed to: NILES GEORGE E

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

February 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, February 28, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **56 BRUCEWOOD DRIVE EAST.** OWNED BY OR MAY HAVE AN INTEREST: **NILES GEORGE E** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 23 07 35 1 000 037
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

56 BRUCEWOOD DR E

Property Details

PARCEL KEYX	00325758	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	~~N~~ Y F
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-25	COMMENTS	

Property Score

SCORE ~~48~~ 68 F

SCORE DISCRIPTION Review Committee

Notes

Burn

TC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8/22/22

Noted 5 to 0 for Demolition

F

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 01/02/2023

Property Address: 56 Brucewood Drive East **District No:** 1

☒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.

FEB 16 2023

FEB 16 2023

FEB 16 2023

FEB 16 2023

FEB 16 2023

FELTEX
FELTEX
FELTEX
FEB 16 2023

FEB 16 2023

FEB 16 2023

2023/01/01

2023/01/11

2023/01/01

2023/01/01

2023/01/01

Affidavit of Mailed Notice

February 17, 2023

State of Alabama
County of Mobile

Subject Property – 56 Brucewood Drive East.

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 **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 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

George Edwards Niles
21 Brucewood Drive West
Eight Mile, AL 36613-3946

January 10, 2023

RE: **56 Brucewood Drive East**
Project Number: ME-132-22

Dear George Edwards Niles:

On January 2, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 56 Brucewood Drive East.

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

LOT 28 BRUCEWOOD SUB MBK 9 P 486 #SEC 35 T3S R2W #MP23 07 35 1 000

Parcel Number: 23 07 35 1 000 037

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

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

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

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

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

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

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

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

a) Repair the structures / and or building by **February 24, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **February 24, 2023,** provide the Code Official with a work plan to accomplish the repairs by **February 24, 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 **February 24, 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 February 28 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 56 E Brucewood Drive Date: October 7, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 17, 2022

Per the Title Report, the owner is: George E Niles

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	George Edwards Niles 21 Brucewood Dr W Eight Mile AL 36613-3946	Owner Phone number 251-478-3733 Phone number 251-490-2186 Phone number 251-643-5364
2	George Edwards Niles 4178 Brunswick Dr E Eight Mile AL 36613-3346	Secondary Address
3	George Edwards Niles 56 E Brucewood Dr Eight Mile AL 36613-3922	Subject Address

TAX STATUS: EXEMPT 2021

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/28/2023

Funding Source

Project # 3139 Sycamore Lane - ME-150-22 **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 - 3139 Sycamore Lane	Cover Memo	2/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/23/2023 - 11:53 AM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **3139 SYCAMORE 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. 1, 3, 4, 5, 7, 8, 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 **3139 SYCAMORE LANE** described as:

BEG AT SE COR OF LOT 15 BLK 1 INGATE PLACE DBK 106/86 RUN TH W 55 FT; TH N 230 FT; TH E ALG S/S OF OAK ST 54 FT; TH S 230 FT TO POB

Parcel Number: 29 08 18 2 003 083

Last Assessed to: INNISS KENNETH

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

February 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, February 28, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **3139 SYCAMORE LANE.** OWNED BY OR MAY HAVE AN INTEREST: **INNISS KENNETH** 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 08 18 2 003 083
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

3139 SYCAMORE LN

Property Details

PARCEL KEYX	00844563	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y GF
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	~~N~~ Y GF
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-14	COMMENTS	

Property Score

SCORE	~~33~~ 55 GF	SCORE DISCRIPTION	Stabilize

Notes

LC Burn

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8/29/22

Voted 5 to 0 for Demolition

GF

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 01/02/2023

Property Address: 3139 Sycamore Lane **District No:** 1

☒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.

FEB 16 2023

FEB 16 2023

SMOOTH 98.3
WDLT
JAZZ & MORE!
FEB 16 2023

FEB 16 2023

Affidavit of Mailed Notice

February 17, 2023

State of Alabama
County of Mobile

Subject Property – 3139 Sycamore 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 **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 confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Lewis Jackson
3150 Sycamore Lane Apt A
Mobile, AL 36607-2422

January 10, 2023

RE: **3139 Sycamore Lane**
Project Number: ME-150-22

Dear Lewis Jackson:

On January 2, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 3139 Sycamore Lane.

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

BEG AT SE COR OF LOT 15 BLK 1 INGATE PLACE DBK 106/86 RUN TH W 55 FT; TH N 230 FT; TH E ALG S/S OF OAK ST 54 FT; TH S 230 FT TO POB

Parcel Number: 29 08 18 2 003 083

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

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

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

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

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

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

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

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

a) Repair the structures / and or building by **February 24, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **February 24, 2023,** provide the Code Official with a work plan to accomplish the repairs by **February 24, 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 **February 24, 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 February 28 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 3139 Sycamore Lane Date: October 19, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 1, 2022

Per the Title Report, the owner is: Kenneth Inniss

Note: Per the Revenue Commissioner's Office, Lewis Jackson was listed as owner per an administration directive. No documents to prove ownership. Only listing Lewis Jackson for contact purposes only.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Lewis Jackson 3150 Sycamore Ln Apt A Mobile AL 36607-2422	Listed owner per Mobile County Revenue Commission Phone number 251-422-5801 Phone number 251-287-6625
2	Kenneth Inniss PO Box 180937 Mobile AL 36618-0937	Owner Phone number 251-533-2099 Phone number 251-344-5187
3	Kenneth Inniss 1716 Thistlewaite Dr Mobile AL 36618	Secondary Address
4	Owner 3139 Sycamore Ln Mobile AL 36607-2422	Subject Property

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages:

5	Commonwealth National Bank Main Office 2214 St Stephens Rd Mobile AL 36652-2326	Mortgage for Crichton Lodging Inc Recorded 4/4/2002 bk5140 pg1807

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/28/2023

Funding Source

Project # 557 Cedar Avenue - ME-125-22 **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 - 557 Cedar Avenue	Cover Memo	2/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/23/2023 - 12:01 PM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **557 CEDAR 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. 1, 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 **557 CEDAR AVENUE** described as:

LOT 7 IN BLK 7 OF WOLFF HGTS ACC TO MAP THEREOF BY A S TOWLE REC IN DBK 112 N S P 191 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel Number: 29 06 13 0 003 125

Last Assessed to: HUNTINGTON ELLA, CARTER E C/O SHEILA

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

February 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, February 28, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **557 CEDAR AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **HUNTINGTON ELLA, CARTER E C/O SHEILA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 13 0 003 125
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

557 CEDAR AVE

Property Details

PARCEL KEYX	00724078	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ 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	~~N~~ Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-06	COMMENTS	

Property Score

SCORE	~~33~~ 59	SCORE DISCRIPTION	~~Stabilize~~ DEMO

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 3-15-22

VOTED 5 to 0 FOR DEMOLITION

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 01/02/2023

Property Address: 557 Cedar Avenue **District No:** 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FEB 16 2023

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FEB 16 2023

Affidavit of Mailed Notice

February 17, 2023

State of Alabama
County of Mobile

Subject Property – 557 Cedar Avenue.

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

MOBILE
ALABAMA

Carter Edward Huntington
311 Oak Drive 512
Mobile, AL 36617-3738

January 10, 2023

RE: **557 Cedar Avenue**
Project Number: ME-125-22

Dear Carter Edward Huntington:

On January 2, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 557 Cedar Avenue.

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

LOT 7 IN BLK 7 OF WOLFF HGTS ACC TO MAP THEREOF BY A S TOWLE REC IN DBK 112 N S P 191 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel Number: 29 06 13 0 003 125

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 **February 24, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **February 24, 2023,** provide the Code Official with a work plan to accomplish the repairs by **February 24, 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 **February 24, 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 February 28 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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: **557 Cedar Avenue** Date: October 17, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 20, 2022

Per the Title Report, the owners are: ½ interest owner Weston Huntington (Wesley) DOD 11/11/1958, Ella Huntington (DOD 12/09/07), Carter E. Huntington, III, Herman O Huntington (DOD 08/05/14), Stanley Huntington, Larry O Huntington. Veronica Anderson, Sheila Johnson, David W Huntington, Wanda Huntington, Theapolis Huntington and Donna Huntington per Executive Deed bk5676-1874

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Carter Edward Huntington 311 Oak Dr 512 Mobile AL 36617-3738	Owner Phone number 251-209-5179
2	Stanley Huntington 6501 Moffett Rd Apt 5B Mobile AL 36618-4846	Owner Phone number 251-452-3124
3	Larry O Huntington 2612 First Ave Mobile AL 36617-1702	Owner
4	Theapolis Huntington 2330 Montgomery Park Blvd Apt 438 Conroe TX 77304-3906	Owner
5	David Huntington 112 Elmdale Dr Bonaire GA 31005-4410	Owner Phone number 478-287-6256

6 Veronica Anderson
1640 Canterbury Pointe SE
Conyers GA 30013-6412

Owner
Phone number 770-861-3198

7 Sheila Johnson
180 Stanley Oaks Pl
Fayetteville GA 30214-1282

Owner
Phone number 404-552-3303

8 Wanda Huntington
3042 Aaron Cove Ct
Jacksonville FL 32224-0293

Owner
Phone number 251-545-9964

9 Donna Huntington
663 Bond St
Mobile AL 36607-1201

Owner
Phone number 251-623-5314

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132

State of Alabama vs Theapolis Huntington
Account number – IIT-R002828841
Lien Number - 1172203008

Open Mortgages: NONE

Lis Pendens:

Lis Pendens: City of Mobile vs Ella Huntington, Carter E Huntington, III recorded 10/20/2022 instrument number 2022067032

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember 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:

2/28/2023

Funding Source

Project # 1210 Alba Street - ME-147-22 **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 - 1210 Alba Street	Cover Memo	2/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	2/17/2023 - 2:48 PM
City Clerk	Gauthier, Lana	Approved	2/23/2023 - 3:14 PM

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 **1210 ALBA STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 6, 7, 8, 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 **1210 ALBA STREET** described as:

LOT 6 SQR 10 BASCOMBE TRT DBK 128 P 1 #SEC 27 T4S R1W #MP29 10 27 3 004

Parcel Number: 29 10 27 3 004 036

Last Assessed to: MOLTON WILLIE MAE C/O SCHAROLETTE MOTEN

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

February 17, 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, February 28, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1210 ALBA STREET.** OWNED BY OR MAY HAVE AN INTEREST: **MOLTON WILLIE MAE C/O SCHAROLETTE MOTEN** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 27 3 004 036
COUNCIL DISTRICT 3 – C. J. SMALL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

Re-checked on 8-25-22 JC

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1210 ALBA ST

Property Details

PARCEL KEYX	00916094	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	Oakdale
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	N
VACANT	N	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	Y
SURVEY DATE	2022-04-04	COMMENTS	

Property Score

SCORE	74	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7/25/22

JC

Motion: 4-0-1 for Demolition JC
(Historic vote to secure)

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 01/02/2023

Property Address: 1210 Alba Street **District No:** 3

☒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.

RIP
DUKE
YB
MVS
HEADFIRST2X
RipGotti

FEB 16 2023

FEB 16 2021

FEB 10 2014

FEB 16 2023

FEB 16 2023

FEB 16 2023

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FEB 16 2023

RIP
FEB 16 2023

FEB 16 2023

FEB 16 2023

HEADFIRST2X

FEB 16 2023

Affidavit of Mailed Notice

February 17, 2023

State of Alabama
County of Mobile

Subject Property – 1210 Alba Street.

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

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Heirs at Law of Willie Mae Molton a/k/a Willie Mae Moton
Monica Moton Thomas
2197 Farrington Loop East
Semmes, AL 36575-7560

January 10, 2023

RE: **1210 Alba Street**
Project Number: ME-147-22

Dear Monica Moton Thomas:

On January 2, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1210 Alba Street.

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

LOT 6 SQR 10 BASCOMBE TRT DBK 128 P 1 #SEC 27 T4S R1W #MP29 10 27 3 004

Parcel Number: 29 10 27 3 004 036

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 **February 24, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **February 24, 2023,** provide the Code Official with a work plan to accomplish the repairs by **February 24, 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 **February 24, 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 February 28 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

UPDATE

RE: 1210 Alba Street Date: September 15, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 26, 2022

Per the Title Report, the owners are: Heirs at Law of Willie Mae Molton a/k/a Willie Mae Moton

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Monica Moton Thomas 2197 Farrington Loop E Semmes AL 36575-7560	Heir at Law of Willie Mae Molton a/k/a Willie Mae Moton Phone number 251-209-8805 Phone number 251-408-7230
2	Annette Marie Moton 2963 Warren Street Mobile, AL 36612	Heir at Law of Willie Mae Molton a/k/a Willie Mae Moton
3	Jerry Moton 1420 Casa Loma Drive Axis, Alabama 36505	Heir at Law of Willie Mae Molton a/k/a Willie Mae Moton
4	Lavarre Moton 1420 Casa Loma Drive Axis, Alabama 36505	Heir at Law of Willie Mae Molton a/k/a Willie Mae Moton

TAX STATUS: 2014 TAX CERTIFICATE

5	Scharolette Moten aka Scarlet Moten 505 Plum St Mobile AL 36603-5737	2014 Tax Certificate holder (eligible for tax deed) Also, Heir at Law of Willie Mae Molton a/k/a Willie Mae Moton

Parties with recorded liens per Title Report:

6	Autovest LLC c/o Ben Louis Zarzaur PO Box 11366 Birmingham AL 35202	Judgement: Autovest LLC vs Annette Moton recorded 08/02/2017 bk7538 pg1852

Open Mortgages: NONE

Lis Pendens

Lis Pendens - City of Mobile vs Willie Mae Molton, dated July 15, 2016, and recorded in Land Records Book 7402 page 652.

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember 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:

2/28/2023

Funding Source

Project # 919 Nellie Street - ME-101-22 **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 - 919 Nellie Street	Cover Memo	2/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/23/2023 - 1:34 PM

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

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 6, 7, 8, 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 **919 NELLIE STREET** described as:

LOT 36 BLK 2 ARLINGTON TERR ACE MBK 156 P 256 #SEC 36 T4S R1W #MP29 11 36 0 002

Parcel Number: 29 11 36 0 002 113

Last Assessed to: DUVAL @ BROAD LLC

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

February 17, 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, February 28, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **919 NELLIE STREET.** OWNED BY OR MAY HAVE AN INTEREST: **DUVAL @ BROAD LLC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 11 36 0 002 113
COUNCIL DISTRICT 3 – C. J. SMALL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

919 NELLIE ST

Property Details

PARCEL KEYX	00967225	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	Y
SURVEY DATE	2022-04-26	COMMENTS	Open to the public, broken windows

Property Score

SCORE	76	SCORE DISCRIPTION	Demo

Notes

JC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-1-22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 01/02/2023

Property Address: 919 Nellie Street **District No:** 3

☒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.

919
FEB 16 2023

FEB 16 2023

FEB 16 2023

FEB 16 2023

FEB 10 2023

FEB 16 2023

FEB 16 2023

FEB 16 2023

Affidavit of Mailed Notice

February 17, 2023

State of Alabama
County of Mobile

Subject Property – 919 Nellie Street.

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

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heirs of Henry Ray, Jr.
Geneva Ray
228 Blueberry Road
Butler, AL 36904-3974

January 10, 2023

RE: **919 Nellie Street**
Project Number: ME-101-22

Dear Geneva Ray:

On January 2, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 919 Nellie Street.

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

LOT 36 BLK 2 ARLINGTON TERR ACE MBK 156 P 256 #SEC 36 T4S R1W #MP29 11 36 0 002

Parcel Number: 29 11 36 0 002 113

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 **February 24, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **February 24, 2023,** provide the Code Official with a work plan to accomplish the repairs by **February 24, 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 **February 24, 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 February 28 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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: 919 Nellie Street Date: October 5, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 29, 2022

Per the Title Report, the owner is: Heirs of Henry Ray, Jr (DOD 7/19/1997)

NOTES: Cannot locate heirs, daughter Evie Lee, Allen Ray, or Willie Ray

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Geneva Ray 228 Blueberry Rd Butler AL 36904-3974	Heir/Second Wife of Henry Ray, Jr (DOD 7/19/1997) Phone number 205-459-2367
2	Frank Ray 307 Sunshine Rd Butler AL 36904-3110	Heir/Son of Henry Ray, Jr Phone number 205-459-4083
3	Mcsellin Ray 157 Forest PL Stockbridge GA 30281-1105	Heir/Son of Henry Ray, Jr Phone number 770-369-4379 Phone number 404-545-7875 Phone number 404-389-7011
4	Patricia Causey 55 September Ln Butler, AL 36904-3412	Heir/Daughter of Henry Ray, Jr Phone number 205-459-4525 Phone number 205-457-4548
5	McCullin Ray 108 Waterford Way Griffin GA 30223-9001	Heir/Son of Henry Ray, Jr Phone number 404-545-7875
6	McCullin Ray 157 Forest PL Stockbridge GA 30281-1105	Secondary Address

7 Owner
919 Nellie St
Mobile AL 36605

Subject Address

TAX STATUS: TAX DEED

8 Duval @ Broad, LLC
c/o Robert Isakson, II
157 N Conception St
Mobile AL 36603

State Tax Deed recorded 5/8/14 bk7146 pg1880 issued to Duval @ Broad, LLC

9 Duval @ Broad, LLC
c/o Robert Isakson, II
740 Museum Dr
Mobile AL 36608

Secondary address

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Gina Gregory - District 7

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/28/2023

Funding Source

Project # 5937 Westhaven Drive South - ME-104-22 **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 - 5937 Westhaven Drive South	Cover Memo	2/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/23/2023 - 1:37 PM

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 **5937 WESTHAVEN DRIVE SOUTH** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7 and 8;*** *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 **5937 WESTHAVEN DRIVE SOUTH** described as:

LOT 4 BLK 11 HILLSDALE HGTS MBK 10 P 183 SECT 17 T4S R2W #SEC 17 T4S R2W #MP28 04 17 2 002

Parcel Number: 28 04 17 2 002 002

Last Assessed to: HAYNES MARK A

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

February 17, 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, February 28, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **5937 WESTHAVEN DRIVE SOUTH.** OWNED BY OR MAY HAVE AN INTEREST: **HAYNES MARK A** 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 2 002 002
COUNCIL DISTRICT 7 – GINA GREGORY
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

5937 WESTHAVEN DR S

Property Details

PARCEL KEYX	00490668	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	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-25	COMMENTS	

Property Score

SCORE	51	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-1-22

Voted 5-0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 01/02/2023

Property Address: 5937 Westhaven Drive South **District No:** 7

☒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.

FEB 16 2023

FEB 16 2023

FEB 16 2023

FEB 16 2023

FEB 16 2023

FEB 16 2023

FEB 16 2023

Affidavit of Mailed Notice

February 17, 2023

State of Alabama
County of Mobile

Subject Property – 5937 Westhaven Drive South.

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

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Pamela Laffitte
6307 Fontaine Drive
Mobile, AL 36608-5549

January 10, 2023

RE: **5937 Westhaven Drive South**
Project Number: ME-104-22

Dear Pamela Laffitte:

On January 2, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 5937 Westhaven Drive South.

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

LOT 4 BLK 11 HILLSDALE HGTS MBK 10 P 183 SECT 17 T4S R2W #SEC 17 T4S R2W #MP28 04 17 2 002

Parcel Number: 28 04 17 2 002 002

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 **February 24, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **February 24, 2023,** provide the Code Official with a work plan to accomplish the repairs by **February 24, 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 **February 24, 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 February 28 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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: **5937 S Westhaven Drive** Date: October 5, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 27, 2022

Per the Title Report, the owner is: Frank H. Kruse, Administrator of the Estate of Ruth M. Nicholson, deceased date of death 10/28/2005 and Heirs.

NOTE: Ruth M. Nicholson DOD 10/28/2005 heirs include Betty Paige (DOD 8/18/04), JoAnn Smith (DOD 03/01/2008) Grady Archie Nicholson is Ruth's Husband and possibly deceased but cannot locate obit.

SEND NOTICES of nuisance abatement proceedings to the following parties:

9	RECIPIENTS	NOTES
1	Pamela Laffitte 6307 Fontaine Dr Mobile AL 36608-5549	Heir (granddaughter of Ruth M. Nicholson) Phone number 251-581-5675
2	Miranda Kellogg 6101 Waringwood Dr S Mobile AL 36608-5540	Heir (granddaughter of Ruth M. Nicholson) Phone number 251-706-9368 Phone number 251-209-0447
3	Miranda Kellogg PO Box 81561 Mobile, AL 36689-1561	Heir (granddaughter of Ruth M. Nicholson) Secondary Address
4	Ursula Shelborne 2052 Post Oak Ct Mobile AL 36695-7300	Heir (granddaughter of Ruth M. Nicholson)
5	Willie Odell Smith Jr 920 Wendover Rd Mobile AL 36608-3544	Heir (grandson of Ruth M. Nicholson)

6	Owner 5937 S Westhaven Dr Mobile AL 36608	Subject Address
7	Frank H. Kruse, Administrator of the Estate of Ruth M. Nicholson 215 S Cedar St Mobile AL 36602	Owner/Administrator

TAX STATUS: TAX DEED ISSUED

8	Mark Haynes 267 Houston St Mobile AL 36606-4318	Tax Deed number 6434 recorded 7/2/2019 instrument number 2019037386

Parties with recorded liens per Title Report:

8	Harrison Finance Company c/o William Luther Poole 917 Western America Cir Ste 200 Mobile AL 36609	Judgement: Harrison Finance Company vs Pamela Laffitte recorded 05/15/2014 bk7149 pg75

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Joseph Snowden, Executive Director of Administrative Services

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	2/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Adminstrative Services	Gauthier, Lana	Approved	2/23/2023 - 2:31 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

JANUARY 2022=3 – JORDAN GROMEN (Employee #19198)
COMMUNICATIONS
Digital Media Manager

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Rebecca Christian, Accounting Dept.

Sponsored by:

Councilmember CJ 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	2/27/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/27/2023 - 2:59 PM

60-245 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate **$1,500.00** to the United Methodist Inner City Mission of Mobile, Inc., from his discretionary funds*; and

WHEREAS, *United Methodist Inner City Mission of Mobile, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to United Methodist Inner City Mission of Mobile, Inc., *will be used to assist with travel, food, and lodging expenses for the basketball team to play in the State Championship in Birmingham, Alabama*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,500.00** to United Methodist Inner City Mission of Mobile, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmembers Carroll and Daves and Mayor Stimpson

Purpose and Scope of Project:

To make improvements at the James M. Seals Jr and Hackmeyer Parks

Amount of Contract:

$1,694,900.00 combined

Funding Source

Project # James M. Seals Jr and Hackmeyer Parks - Improvements PR-041-20/PR-034-21	**Discretionary Funds**
Project String C0827=$514,000 + C0546=$376,000 + C0541=$804,900 = TOTAL $1,694,900	**Contract Number:**4328 (C0827), 4329 (C0546), 4330 (C0541)
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-041-20/PR-034-21 James M. Seals Jr and Hackmeyer Parks - Improvements	Cover Memo	2/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/16/2023 - 3:55 PM
Capital	Rhodes, Brenda	Approved	2/16/2023 - 4:51 PM
Legal	Kern, Chris	Approved	2/22/2023 - 11:32 AM

Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:07 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmembers Carroll/Daves

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

Name of Company:	HARRIS CONTRACTING SERVICES, INC.		
Project Name:	PR-041-20 JAMES M. SEALS JR PARK ATHLETIC/CONCESSION & FIELD IMPROVEMENTS		
	PR-034-21 HACKMEYER PARK IMPROVEMENTS PHASE 2		
Amount:	$ 514,000.00	C0827	CIP #2022-P-039 D2
	$ 376,000.00	C0546	TIF
	$ 804,900.00	C0541	CIP #2021-P-046 D5
	$1,694,900.00	COMBINED TOTAL	

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0827 – CIP SEALS PK-RESTROOM/CONCESSION

CAPITAL PROJECT #: C0827 (20002000-48010) **CIP# 2022-P-039 D2**

DATE OF RECEIPT: _____ **CONTRACT AMOUNT:** $514,000.00

ARCHITECTURAL ENGINEERING PROJECT #: PR-041-20

PROJECT DESCRIPTION: FOR THE CONSTRUCTION OF A NEW RESTROOM/CONSESSION FACILITY AND IMPROVEMENTS TO AN EXISTING ATHLETIC FIELD AT THE JAMES M. SEALS JR PARK (540 TEXAS STREET).

VENDOR NAME: HARRIS CONTRACTING SERVICES, INC.

VENDOR NUMBER: 293714

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:** 2/16/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0546 – CIP-SEALS PK ATHLETIC FLD DRAINAGE

CAPITAL PROJECT #: C0546 (20002000-48010) TIF FUNDING

DATE OF RECEIPT: _____ **CONTRACT AMOUNT:** $376,000.00

ARCHITECTURAL ENGINEERING PROJECT #: PR-041-20

PROJECT DESCRIPTION: FOR THE CONSTRUCTION OF A NEW RESTROOM/CONCESSION FACILITY AND IMPROVEMENTS TO AN EXISTING ATHLETIC FIELD AT THE JAMES M. SEALS JR PARK (540 TEXAS STREET).

VENDOR NAME: HARRIS CONTRACTING SERVICES, INC.

VENDOR NUMBER: 293714

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:** 2/16/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0541 – CIP PARKS-HACKMEYER PARK

CAPITAL PROJECT #: C0541 (20002000-48010) CIP# 2021-P-046 D5

DATE OF RECEIPT: _____ **CONTRACT AMOUNT:** $804,900.00

ARCHITECTURAL ENGINEERING PROJECT #: PR-034-21

PROJECT DESCRIPTION: FOR THE CONSTRUCTION OF A NEW PARKING AREA, EXTENDED WALKING TRAIL AND DISK GOLF COURSE, DOG & FITNESS AREAS IMPROVEMENTS, AND DRAINAGE IMPROVEMENTS AT HACKMEYER PARK (3810 CONWAY DRIVE SOUTH).

VENDOR NAME: HARRIS CONTRACTING SERVICES, INC.

VENDOR NUMBER: 293714

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:** 2/16/2023

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

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

Harris Contracting Services, Inc.
117 Norton Avenue
Saraland, Alabama 36571

City of Mobile Business License Number: 103178
Secretary of State Registration Number: 000-338-516

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

James M. Seals, Jr. Park – Athletic/Concession and Field Improvements
540 Texas Street
Mobile, Alabama 36603
PR-041-20
For the construction of a new restroom/concession facility and improvements to an existing athletic field
And
Hackmeyer Park – Improvements Phase 2
3810 Conway Drive South
Mobile, Alabama 36608
PR-034-21
For the construction of a new parking, extended walking trail in wooded area, and disk golf course, improvements to the dog area and fitness areas, and improvements to drainage.

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

Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and

Maurin Architecture, P.C.
601 Saint Anthony Street
Mobile, Alabama 36603

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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(1315391343)
User Notes:

The Owner and Contractor agree as follows:

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 two-hundred seventy (270) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Paragraphs deleted)
(Table 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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(1315391343)
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 One Million Six Hundred Ninety-Four Thousand Nine Hundred and 00/100 Dollars ($1,694,900.00), subject to additions and deductions as provided in the Contract Documents.

James M. Seals, Jr. Park:	
Athletic Field Drainage Base Bid:	$ 367,000.00
Contingency Allowance:	$ 9,000.00
Total Bid:	**$ 376,000.00**
Athletic Restroom/Concession Base Bid:	$ 498,000.00
Contingency Allowance:	$ 16,000.00
Total Bid:	**$ 514,000.00**
Hackmeyer Park:	
Base Bid:	$ 774,900.00
Contingency Allowance:	$ 25,000.00
Disk Golf Signage Allowance:	$ 5,000.00
Total Bid:	**$ 804,900.00**
Total Contract Sum:	**$1,694,900.00**

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

(Row deleted)

James M. Seals, Jr. Park Athletic Field Drainage Contingency Allowance:	$ 9,000.00
James M. Seals, Jr. Park Athletic Restroom/Concession Contingency Allowance:	$16,000.00
Hackmeyer Park Contingency Allowance:	$25,000.00
Disk Golf Signage Allowance:	$ 5,000.00

Contingency Allowance: Fifty-Five Thousand and 00/100 Dollars ($55,000.00)

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.)

Init. /

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(1315391343)

Item	Units and Limitations	Price per Unit ($0.00)
1. Provide and install one (1) trash receptacle, model #CL-36R14 by Ultrasite, surface mounted to the concrete, per the specifications. Include placement, fasteners and all other necessary construction components for installation.	EA	$3,000.00
2. Unsuitable Soil Material – Cubic Yards in Place, includes excavation, haul off and disposal of unsuitable material.	CY	$52.00
3. Structural Fill – Cubic Yards in Place, provide and install imported structural fill, spread, compaction, and all other necessary construction components for installation.	CY	$65.00
4. Provide and install 4" concrete flatwork (sidewalks, fountain pads, etc.). Include excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation.	SF	$12.00
5. Demolish and properly dispose offsite existing concrete flatwork (sidewalks) as specified on drawings. Include excavation, sawing, jack hammering, loading, haul off site, and proper disposal.	SF	$5.00
6. Provide and install Asphalt Patch as specified. Include cutting, excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	CY	$160.00
7. Provide and install solid sod, Bermuda. Include grading, placement, and all other necessary construction components for installation.	CY	$100.00

§ 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)

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

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User Notes:
(1315391343)

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

(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

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User Notes:
(1315391343)

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
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Harris Contracting Services, Inc. has completed the contract for James M. Seals, Jr. Park – Restroom/Concession and Field Improvements (PR-041-20) and Hackmeyer Park – Improvements Phase 2 (PR-034-21). All persons having any claims for labor,

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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..

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract 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
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

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Brian Harris
Harris Contracting Services, Inc.
117 Norton Avenue
Saraland, Alabama 36571
Email: brian@harriscontractingservices.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.

.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

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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: $5,000,000 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

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or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 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.

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§ 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
	James M. Seals, Jr. Park	
T1.1	Title Sheet	11/07/22
T1.2	Project Notes & Miscellaneous Details	11/07/22
BCS1	Building Code Summary	11/07/22
ASD1	Architectural Site Plan - Demolition	11/07/22
AS1	Architectural Site Plan – New Work	11/07/22
C1.0	Cover Sheet - Civil	11/07/22
C2.0	Project Notes	11/07/22
C3.0	Existing Conditions and Demolition Plan	11/07/22
C4.0	Site Plan	11/07/22
C5.0	Grading & Drainage	11/07/22
C6.0	Erosion Control Plan	11/07/22
C7.0	Construction Details 1	11/07/22
C8.0	Erosion Control Details	11/07/22
S0.1	Title Sheet – Structural	11/07/22
S1.0	Foundation Ceiling Framing Plan	11/07/22
S2.0	Roof Framing Plan	11/07/22
S3.0	Sections and Details	11/07/22
S4.0	Sections and Details	11/07/22
S5.0	Sections and Details	11/07/22
A1.1	New Floor Plan	11/07/22
A1.2	Dimension & Reflected Ceiling Plans	11/07/22
A1.3	Roof Plan & Details	11/07/22
A2.1	Building Elevations – South & East	11/07/22
A2.2	Building Elevations – North & West	11/07/22
A3.1	Building Sections & Details	11/07/22
A4.1	Interior Elevations, Detail Plans & Sections	11/07/22
A4.2	Interior Elevations, Concession & Family Room	11/07/22
M1.1	Mechanical Plan	11/07/22
P1.1	Plumbing Plans	11/07/22

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User Notes:

P2.1	Plumbing Legend, Schedules, Details and Specs	11/07/22
E0.0	Electrical Legend	11/07/22
E1.1	Electrical Plans	11/07/22
	Hackmeyer Park	
T1.1	Title Sheet	11/07/22
AS1	Architectural Site Plan – New Work	11/07/22
C1.0	Civil Cover Sheet	11/07/22
C2.0	Project Notes	11/07/22
C3.0	Existing Conditions and Demolition	11/07/22
C4.0	Site Plan	11/07/22
C5.0	Alignment Data, Control Points & Curb Cut Data	11/07/22
C6.0	Site Plan Extracted Views	11/07/22
C7.0	Grading & Drainage	11/07/22
C8.0	Gabion Headwall Details	11/07/22
C9.0	Construction Details 1	11/07/22
C10.0	Construction Details 2	11/07/22
C11.0	Erosion Control Details	11/07/22
LP100	Landscape Planting Plan	11/07/22
LP200	Landscape Planting Plan Enlargements	11/07/22
LP300	Landscape Notes and Details	11/07/22
S0.0	Structural Notes	11/07/22
S1.0	Monument and Foundation Plan	11/07/22
S2.0	Pile Framing Plan	11/07/22
S3.0	Sections and Details	11/07/22
A1.1	Details – Gabion & Schedule	11/07/22
A1.2	Details – Gabion Bridge & Benches	11/07/22
A1.3	Details – Park Furnishings	11/07/22
A3.1	Signage – Disk Golf Course	11/07/22
A4.1	Add Alt. #01 – Fitness Center	11/07/22
A4.2	Add Alt. #02 – Playground Shading Devices	11/07/22
P1.1	Plumbing Site Plans – New Work	11/07/22
E1.1	Electrical Site Plans – New Work	11/07/22

.4 Specifications

Section	Title	Date
	SPECIFICATIONS PART A	
DIVISION 1	GENERAL REQUIREMENTS	11/07/22
01010	Summary of the Work	11/07/22
01210	Allowances	11/07/22
01210	Unit Prices	11/07/22
01230R01	Alternative Bid Items	11/07/22
01310	Project Management and Coordination	11/07/22
01320	Construction Progress Documentation	11/07/22
01330	Submittal Procedures	11/07/22
01635	Substitution Procedures	11/07/22
01700	Execution Requirements	11/07/22
01710	Closeout Procedures	11/07/22
01782	Operation & Maintenance Data	11/07/22
01785	Project Record Documents	11/07/22
	SPECIFICATIONS FOR JAMES M. SEALS, JR. PARK – PARK B	
DIVISON 2	SITE CONSTRUCTION	
00361	Termite Control	11/07/22
02400	Demolition and Structure Moving	11/07/22

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02525	Concrete Curbs and Walk	11/07/22
DIVISION 3	CONCRETE	
03365	Concrete Floor Sealer	11/07/22
DIVISION 4	MASONRY	
004200	Metal Fabrications	11/07/22
DIVISION 5	METALS	
00550	Metal Fabrications	11/07/22
DIVISION 6	WOOD AND PLASTIC	
06100	Rough Carpentry	11/07/22
06415	Concrete Countertops	11/07/22
DIVISION 7	THERMAL AND MOISTURE PROTECTION	
07260	Vapor Retarders	11/07/22
07310	Shingle Roofing	11/07/22
07620	Sheet Metal Flashing and Trim	11/07/22
07920	Joint Sealants	11/07/22
DIVISION 8	DOORS AND WINDOWS	
08110	Non-Security Steel Doors and Frames	11/07/22
08333	Overhead Coiling Counter Doors	11/07/22
08711	Door Hardware	11/07/22
DIVISION 9	FINISHES	
09670	Resinous Flooring	11/07/22
09900	Painting	11/07/22
DIVISION 10	SPECIALTIES	
10172	Toilet Compartments & Underlavatory Shields	11/07/22
10280	Toilet Accessories	11/07/22
10431	Signs	11/07/22
10525	Fire Extinguisher	11/07/22
DIVISION 11	EQUIPMENT (NOT USED)	
DIVISION 12	FURNISHINGS (NOT USED)	
DIVISION 13	SPECIAL CONSTRUCTION	
13930	Bleachers	11/07/22
DIVISION 14	CONVEYING SYSTEMS (NOT USED)	
DIVISION 15	MECHANICAL	
15100	General Requirements for Mechanical Work	11/07/22
15200	Testing and Balancing	11/07/22
15400R01	Plumbing	11/07/22
15800	Heating, Ventilating and Air Conditioning Systems	11/07/22
DIVISION 16	ELECTRICAL (NOT USED)	
	SPECIFICATIONS FOR HACKMEYER PARK – PARK C	
DIVISON 2	SITE CONSTRUCTION	
00361	Termite Control	11/07/22

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DIVISION 3	CONCRETE (NOT USED)	
DIVISION 4 04200	MASONRY Unit Masonry	11/07/22
DIVISION 5	METALS (NOT USED)	
DIVISION 6 06100	WOOD AND PLASTIC Rough Carpentry	11/07/22
DIVISION 7 07920	THERMAL AND MOISTURE PROTECTION Joint Sealants	11/07/22
DIVISION 8	DOORS AND WINDOWS (NOT USED)	
DIVISION 9 09000	FINISHES Playground Protection Surfacing	11/07/22
DIVISION 10 10431	SPECIALTIES Signs	11/07/22 11/07/22
DIVISION 11	EQUIPMENT (NOT USED)	
DIVISION 12 12870	FURNISHINGS Park Furnishings	11/07/22
DIVISION 13	SPECIAL CONSTRUCTION (NOT USED)	
DIVISION 14	CONVEYING SYSTEMS (NOT USED)	
DIVISION 15	MECHANICAL (NOT USED)	
DIVISION 16	ELECTRICAL (NOT USED)	

.5 Addenda, if any:

Number	Date
Addendum #1	11/14/22
Addendum #2	11/22/22
Addendum #3	11/30/22
Addendum #4	12/8/22
Addendum #5	12/15/22

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)
§ 9.2
(Paragraphs deleted)
Supplementary and other Conditions of the Contract:

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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.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All 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.

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§ 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.

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/
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(1315391343)

This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract:
Contractor: Harris Contracting Services, Inc.

OWNER *(Signature)*

(Rows deleted)
William S. Stimpson, Mayor

(Printed name and title)

CONTRACTOR *(By Signature)*

Brian Harris

(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 Brian Harris as President of Harris Contracting Services, 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 7 day of February, 20 23.

NOTARY PUBLIC
My Commission Expires: 5/22/23

CHRISTINA LEBLANC
NOTARY PUBLIC
ALABAMA STATE AT LARGE

Init. /

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EXHIBIT A
SCOPE OF WORK

HACKMEYER PARK – IMPROVEMENTS PHASE 2

Project #PR-034-21

The work of this contract consists of the installation of new 18 hole disc golf course, new parallel parking in the right-of-way, a new monument sign, new ADA crosswalks from the neighborhood sidewalk to the park, new tree and landscape plantings, improvements to the dog park and fencing, installation of park furnishings, drainage corrections around existing sidewalks, playground and within the wooded area.

JAMES M. SEALS, JR PARK – ATHLETIC RESTROOM/CONCESSIONS AND ATHLETIC FIELD DRAINAGE IMPROVEMENTS

Project #PR-041-20

The work of this contract consists of the demolition of the existing Restroom/Concession building, the construction of a new Restroom/Concession building, grading upgrades to the infields only of the Baseball and Softball fields, replacement of existing concrete sidewalk and maintenance driveway surrounding the new Restroom/Concession building and replacement of the sidewalks and bleacher pad on the north side of the baseball field in order to drain properly away from the Baseball field.

END OF SCOPE OF WORK

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, Harris Contracting Services, Inc., 117 Norton Avenue, Saraland, Alabama 36571, as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of one million, six hundred ninety-four thousand nine hundred and xx/100 Dollars ($1,694,900.00) 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 _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete James M. Seals, Jr. Park –Restroom/Concession and Field Improvments (PR-041-20), 540 Texas Street, Mobile, Alabama, 36603 and Hackmeyer Park – Improvements Phase 2 (PR-034-21) 3810 Conway Drive South, Mobile, Alabama, 36608, 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 Thomas J. Bole **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

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

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

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023

CONTRACTOR AS PRINCIPAL
Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: President

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Thomas J. Bole
Company Name: Cobbs Allen
Address: 115 Office Park Drive,
Birmingham AL, 35223
Phone and Fax: 205-874-1315

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

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, Harris Contracting Services, Inc., 117 Norton Avenue, Saraland, Alabama 36571, hereinafter called the Principal, and Granite Re, Inc. _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of one million, six hundred ninety-four thousand nine hundred and xx/100 Dollars ($1,694,900.00) 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 for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete James M. Seals, Jr. Park – Restroom/Concession and Field Improvments (PR-041-20), 540 Texas Street, Mobile, Alabama, 36603 and Hackmeyer Park – Improvements Phase 2 (PR-034-21) 3810 Conway Drive South, Mobile, Alabama, 36608 a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023.

CONTRACTOR AS PRINCIPAL
Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Brian Harris President

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact
Company Name: Cobbs Allen
Address: 115 Office Park Drive,
Birmingham AL, 35223

Phone and Fax: 205-874-1315

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.

Kyle P. McDonald, Assistant Secretary

GR0800-1

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	HARRIS Contracting Services
Address	117 Norton Ave Saraland AL, 36571
Telephone	251-377-3132
E-Mail	Brian@HarrisContractingServices.com

RFP/RFQ Solicitation Number	PD-041-20 PD-034-21
Project Description	James M. Seals + Hankamer Athletic Field improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ✓ Female ✓ Minority ✓ Non-minority ✓ SDVO ✓ Total #of Employees 17

Subcontractor/Major Supplier Plan submitted by:

Printed Name: BRIAN HARRIS

Signature: _____ Date: 12/14/22

Title: PRESIDENT

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

Name: BRIAN HARRIS Title: PRESIDENT

Email: Brian@HarrisContractingServices.com Phone: 251-377-3132

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 HARRIS Contracting Services Your Bid/Proposal Amount $ 1,694,900.00 Date: 12/21/2022

12 / 20 / 22 Description James M. Seals + Hachmeyer park improvements

Name of Bidder/Proposer: HARRIS Contracting Services

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
Rowie Plumbing	251-605-3141	Plumbing	164,000.00	10%	no	
Miracle Landscape	251-653-0230	Landscaping	45,000.00	2%	no	
Superior Masonry	251-452-1252	Block, Brick,	70,000.00	4.1%	Yes	
Gulf South Asphalt	251-229-2776	Striping, Asphalt patch	185,000.00	5%	Yes	
LeBlanc Construction	4076904411	Concrete, Fence	122,000.00	7.2%	Yes	
Buckner + Hollon	251 479 5409	Door, Hardware, Painting	72,000	4.4%	no	
HCL	251-375-1205	rock hauling	25,000.00	1.45%	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: HARRIS Contracting Service

Contact Person: BRIAN HARRIS Phone 251-377-3132 Email Brian@HarrisContractingService.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

Alabama Secretary of State

Harris Contracting Services, Inc.	
Entity ID Number	000 - 338 - 516
Entity Type	Domestic Corporation
Principal Address	132 COURTAULDS SARALAND, AL 36571
Principal Mailing Address	132 COURTAULDS SARALAND, AL 36571
Status	Exists
Place of Formation	Mobile County
Formation Date	06/10/2015
Registered Agent Name	HARRIS, BRIAN
Registered Office Street Address	132 COURTAULDS SARALAND, AL 36571
Registered Office Mailing Address	132 COURTAULDS SARALAND, AL 36571
Nature of Business	CONSTRUCTION/CONTRACTOR-ELECTRICAL & INSTRUMENTATION
Capital Authorized	100 @ $0.01 PV
Capital Paid In	
Directors	
Director Name	HARRIS, BRIAN
Director Street Address	132 COURTAULDS SARALAND, AL 36571
Director Mailing Address	132 COURTAULDS SARALAND, AL 36571
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Incorporator Mailing Address	100 W BROADWAY SUITE 100 GLENDALE, CA 91210
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	2016 2017 2018 2019 2020 2021 2022
Transactions	

Harris Contracting Services, Inc.	
Transaction Date Miscellaneous Filing Entry	06/24/2015 New Entity Effective 06-10-2015 13:55
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/24/2015 Certificate of Formation 4 pgs.

New Search

E-Verify

Company ID Number: 896028

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Harris Contracting Services, Inc.
Company Facility Address	132 Courtaulds Ave. Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

E-Verify

Company ID Number: 896028

Approved by:

Employer Harris Contracting Services, Inc.	
Name (Please Type or Print) Brian E Harris	Title Owner
Signature Electronically Signed	Date 07/22/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/27/2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tracy Granade
Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance	
INSURER B : Integon National Insurance Company	
INSURER C : StarStone National Insurance Company	
INSURER D : The Sheffield Fund / Evanston Insurance Co	
INSURER E :	
INSURER F :	

INSURED

Harris Contracting Services, Inc.
117 Norton Ave.
Saraland AL 36571

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	x	x	BAS121231	09-20-2022	09-20-2023	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 $ 1,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	x	x	2006107457-05	02-09-2023	02-09-2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	x	x	79505P22OALI	09-20-2022	09-20-2023	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	x	600-2023-34095-00	01-01-2023	12-31-2023	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

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

Project name: Hackmeyer Park-Improvements Phase 2 Project Number: PR-034-2

City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

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 Tracy Granade <TG>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/23/2023

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PRODUCER Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	CONTACT NAME: Tracy Granade PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com
INSURED Harris Contracting Services, Inc. 117 Norton Ave. Saraland AL 36571	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Crum & Forster Specialty Insurance INSURER B : Integon National Insurance Company INSURER C : StarStone National Insurance Company INSURER D : The Sheffield Fund / Evanston Insurance Co INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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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 [x] PRO-JECT [ ] LOC [ ] OTHER:	x	x	BAS121231	09-20-2022	09-20-2023	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 $ 1,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [x] SCHEDULED AUTOS [x] HIRED AUTOS ONLY [x] NON-OWNED AUTOS ONLY	x	x	2006107457-05	02-09-2023	02-09-2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[x] UMBRELLA LIAB [x] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	x	x	79505P22OALI	09-20-2022	09-20-2023	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	x	600-2023-34095-00	01-01-2023	12-31-2023	[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

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

Project name: James M. Seals, JR. Park-Athletic Restrooms/ Concession and Field Improvements Project Number: PR-041-20
City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

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 <TG> Tracy Granade

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AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Shonnda Smith, Deputy Director of Public Works

Sponsored by:

Mayor Sandy Stimpson

Purpose and Scope of Project:

To provide transportation and meals to the elderly that are engaged in the SAIL program through the Communities Centers as identified.

Amount of Contract:

$167,158

Effective Date of Contract:

10/1/2022

Renewal Date of Contract:

10/1/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $50,000 **Matching Funds** $117,158

ATTACHMENTS:

Description	Type	Upload Date
2022-2023 SARPC-SAIL Contract	Cover Memo	2/8/2023
resolution	Cover Memo	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date

Parks and Recreation	McCants, Gerard	Approved	2/8/2023 - 10:55 AM
Accounting	Daniels, Bettye	Rejected	2/9/2023 - 11:42 AM
Accounting	Daniels, Bettye	Approved	2/16/2023 - 10:39 AM
Accounting	Daniels, Bettye	Approved	2/16/2023 - 11:39 AM
Legal	Kern, Chris	Approved	2/23/2023 - 1:57 PM
Legal	Kern, Chris	Approved	2/23/2023 - 1:58 PM
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:06 PM

CONTRACT FOR SERVICES UNDER TITLE III
OF THE OLDER AMERICANS ACT

October 1, 2022 - September 30, 2023

This Agreement, entered into as of this 1st day of October 2022, by and between the City of Mobile (herein called the "Contractor") and the South Alabama Regional Planning Commission (herein called the "Planning Agency")

WITNESSETH

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Contractor. The Planning Agency hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in connection with Project of the Planning Agency.

2. Area Covered. The Contractor shall perform all the necessary services provided under this Contract in connection with the respecting area within:

   City of Mobile

3. Scope of Services. The Contractor shall do and perform and carry out, in a satisfactory and proper manner, as determined by the Planning Agency the services described in Exhibit 1, "Scope of Services," attached hereto and made a part of this Agreement.

4. Time of Performance. The services of the Contractor are to commence as soon as practicable after the execution of this Contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed by September 30, 2023.

5. Modification. This Agreement may be modified by amendment duly executed by authorized officials of the Contractor and the Planning Agency.

6. Compensation.

   a. Aging Funds. The Planning Agency agrees to pay the Contractor the total sum of Fifty Thousand Dollars ($50,000) for the services described herein.

   b. Matching Funds. The Contractor agrees to document to the Planning Agency the total sum of One Hundred Seventeen Thousand One Hundred Fifty-eight Dollars ($117,158) in cash or in-kind services.

   c. Total Contract. The total amount of this contract, including Federal funds and matching funds (services) is One Hundred Sixty-seven Thousand One Hundred Fifty-eight Dollars ($167,158).

   d. Meals. The Planning Agency will provide no less than Twenty-five (25) congregate meals per day of operation at each of the four SAIL Centers, beginning October 1, 2022 and ending September 30, 2023. The actual number

of meals and serving days may vary depending on SAIL Center participation and available funding.

7. Method of Payment. The Planning Agency will pay to the Contractor the amount or amounts of Federal funds set forth in Paragraph 6, which shall constitute full and complete compensation for the Contractor's services.

   a. The Contractor shall prepare a certified monthly report (Form provided by Planning Agency) which is a requisition for payment for reimbursement of expenditures, a financial status report, a statement of unexpended funds on hand and a statement of non-Federal matching funds (cash and in-kind resources) received and expended, and monthly, signed time sheets. This report is to be submitted to the Planning Agency by the 5th day of the month following the month for which funds were expended.

   b. Subject to receipt of funds from the Alabama Department of Senior Services, the Planning Agency will utilize the working capital basis to pay the Contractor the Federal fund amount set forth in Paragraph 6 on a monthly basis to be used for the purposes of this Contract. Upon review of the reasonableness of expenditures and their conformance to the Contractor's approved component budget, the Planning Agency will reimburse the City of Mobile for approved expenditures such that:

   c. The contractor shall spend, but not exceed, one twelfth (1/12) or Four Thousand One Hundred Sixty-six Dollars ($4,166) of the budgeted Aging funds per month during the contract period. Those months having three pay periods may exceed one twelfth only to the extent necessary to meet payroll expenses for staff paid out of this contract. Local match shall be spent first as necessary to meet monthly expenditure requirements.

   d. Payments shall be made subject to satisfactory completion of services covered by Paragraph 3, as required hereunder, and as determined by the Planning Agency. Reports covering services rendered under this Contract shall be due in the Planning Agency's office as follows:

      i. **Weekly reports are due on the first work day of the week following their completion.**

      ii. **Monthly reports, including time sheets, are due on the 5th day of each month, November 2022 through October 2023, covering the previous 30-day period.**

      iii. **Final financial reports are due on October 5, 2023.**

   e. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum of Fifty-seven Thousand One Hundred Fourteen Dollars ($50,000) for all of the services required.

   f. The Planning Agency reserves the right, in its sole discretion, to change the dollar amount of this contract based on Federal/State dollars actually received in the Notice of Grant Award from the Alabama Department of Senior Services, and to renegotiate this contract with the Contractor.

8. Recoupment of ineligible meals costs. Meals paid for with federal or state funds must be served to eligible persons age 60 and older, the spouse of a participant age 60 and older, or a volunteer at the nutrition center for each complete and certified meal delivered by the nutrition vendor. Meals not served to eligible congregate meal participants must be

reimbursed to the Planning Agency for payment to the Alabama Department of Senior Services. This policy was developed at the direction of the Alabama Department of Senior Services. Invoices to Contractor for reimbursement for ineligible meals will be sent to the Contractor at least quarterly.

9. Non-Allowance of Administrative Fees. Federal or State funds made available through this contract may not be expended on administrative costs for program operation. Administrative costs are an allowable expenditure only to the extent they represent matching funds provided through local resources. Any and all exceptions to this policy require prior written approval by the Planning Agency.

10. Maintenance of Funds. The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the Planning Agency and the Alabama Department of Senior Services to assure a proper accounting to all project funds, including both Federal and non-Federal matching of funds expended. These records shall be retained for three years from the date of submission of the final expenditure report under this Contract.

11. Maintenance of Equipment. The Contractor is responsible for the performance of scheduled maintenance listed by the manufacturer of all major equipment such as vehicles and refrigerators, purchased with funds provided by the Planning Agency and/or the Alabama Department of Senior Services. Failure to properly maintain equipment, through routine maintenance recommended by the manufacturer, and the performance of necessary repairs, may result in the disallowance of certain expenses and/or replacement costs related to equipment purchased in whole or in part through funds awarded by the Planning Agency and/or the Alabama Department of Senior Services.

12. Shift of Funds. Funds may be shifted between budget categories without prior written approval by the Planning Agency to the extent that such action does not result in a substantial change in the approved project, that it does not increase in excess of 10% of the sum originally approved for such category nor result in an expenditure of any item of equipment costing in excess of $100. From time to time this Contract may be amended pending written agreement between the Contractor and the South Alabama Regional Planning Commission.

13. Records and Information. All records and other information maintained by the Contractor about persons receiving services under this contract are confidential and shall be protected by the Contractor from unauthorized disclosure; however, nothing in this paragraph shall affect the requirements or provisions of Paragraphs 14 and 15 below or Exhibit 1, "Scope of Services", attached.

14. Audits and Inspections. At any time during normal business hours and as often as the Planning Agency, Alabama Department of Senior Services, and/or the Comptroller General of the United States may deem necessary, there shall be made available all of its records with respect to all matters covered by this Contract and will permit the Planning Agency, U. S. Commissioner on Aging, Alabama Department of Senior Services, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

Office of Management and Budget Circular, A-128 and OMB Circular A-133, of Federal Regulations set forth requirements for audit of Federal programs. These audit

requirements apply to organizations receiving aging program funds, both at the State Agency level and the State Agencies/Sub-Grantee level.

Two copies of each current audit report are to be mailed directly to the South Alabama Regional Planning Commission, P. O. Box 1665, Mobile, Alabama 36633. One copy of each current audit report must also be mailed to the Department of Senior Services for filing.

All Contractors of the South Alabama Regional Planning Commission are required by Act 94-914 passed by the Alabama State Legislature to forward a copy of every audit report at the time of its receipt by the entity to: Department of Examiners of Public Accounts, Post Office Box 302251, Montgomery, Alabama 36130-2252, Attention: Audit Report Repository, unless the Contractor is audited directly by the Examiners of Public Accounts.

15. Evaluation. The Contractor agrees that the Area Agency on Aging personnel or the Planning Agency may carry out monitoring and evaluation activities as determined necessary by the Planning Agency.

16. Subcontracts. None of the work or services covered by this Contract will be subcontracted without prior approval by the Planning Agency.

17. Civil Rights and Disability Rights. The Contractor has completed an Assurance of Compliance with Title VI of the Civil Rights Act of 1964, as amended, form HHS-441, Exhibit No. III; and an Assurance of Compliance with Title II of The Americans With Disabilities Act, 1990, Form SARPC ADA, Exhibit IV.

The Contractor will comply with Title VI of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1967, as amended, and The Americans With Disabilities Act of 1990 which will assure that the project makes no distinction on the grounds of race, color, national origin, sex, age, or disability, in providing to individuals any services, financial aid or other benefits financed in whole or in part with funds provided through the terms of this agreement.

Specifically, the Contractor must account for:

a. Program Accessibility. Except as otherwise provided for in (existing facilities), no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any other public entity.

b. Communications must be as effective for people with disabilities as for others. This includes communications with employees, applicants for employment positions, participants in programs, and members of the public. Communication is defined as follows:

c. Visual: letters, handouts, publications, posters, advertisements, notices, signage, fax systems, etc.

d. Audible: oral, radio, telephone, voice mail systems, etc.

e. Electronic: TDD's, computer, bulletin boards, etc.

f. Tactile: raised letter signage, Braille, "hands-on" programs, etc.

g. Information and Signage. A public entity shall provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to a location at which they can obtain information about accessible facilities, services, and activities. Also, each accessible entrance to a facility must have a sign bearing the international symbol for accessibility.

h. Inform all beneficiaries of their right to file complaints with the State, and the State Department of Senior Services.

18. Equal Employment Opportunity.

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such actions will include but not be limited to the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs or terminations, selection for training, including apprenticeship and participation in recreational and educational activities. The Contractor agrees to post in places available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause. 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, national origin, age, or disability. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

b. The Contractor shall keep such records and submit such records concerning racial and ethnic origin, and disability status of the applicants for employment and employees as the Secretary may require.

c. The Contractor agrees to comply with such rules, regulations, or guidelines as the Secretary may issue to implement these requirements.

19. Interest of Contractor. The Contractor covenants that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract, no person having such interest shall be employed. The Contractor further covenants that it shall prevent any unlawful benefits from accruing to individuals associated with the contractor as a result of the contract.

20. Termination of Contract. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, or if the grant from the Alabama Department of Senior Services under which this Contract is made is terminated by the Alabama Department of Senior Services the Planning Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5)

days before the effective date of such termination. In the event of termination all property and finished or unfinished documents, data, records, and reports, prepared by the Contractor under this Contract shall at the option of the Planning Agency, become the property of the Planning Agency, and the Contractor shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of this Contract.

21. Termination for Convenience of Contractor. The Contractor may terminate this Contract at any time giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

IN WITNESS THEREOF, the South Alabama Regional Planning Commission and the Contractor have executed this Agreement as of the date first above written.

ATTEST:

Julie McGee
Area Agency on Aging Director

GRANTOR:
SOUTH ALABAMA REGIONAL PLANNING COMMISSION

John F. Rhodes
Executive Director

ATTEST:

By:_____

CONTRACTOR
CITY OF MOBILE

By: _____

Title:_____

Federal Employer I.D. Number: _____

EXHIBIT I

FY 2023
Scope of Services
City of Mobile

Title III

The contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by the Planning Agency, the following services:

A. Access Services

1. Transportation and Escort

The Contractor will provide transportation and escort services for persons sixty (60) years and older at least five (5) days a week with particular emphasis on low-income and minority elderly to the following centers:

Trinity Gardens – at least 5 days a week
Hillsdale – at least 5 days a week
Sullivan – at least 5 days a week
Parkway – at least 5 days a week

The Contractor will provide transportation services to homebound elderly by delivering meals to them from the centers. To also provide transportation for Doctor's visits, Food Stamp Office, Social Security Office, shopping assistance, recreation and other purposes as needed. The Contractor will provide the drivers for the vehicle(s).

2. Outreach

The Contractor will provide outreach to as many older persons as possible by concentrating outreach activities (telephoning, visiting, and distribution of informational/educational brochures, etc.) to groups that have a high percentage of either/or low-income, rural and minority members and by providing community education and training to persons who come in contact with older persons on a frequent basis.

Community outreach will be undertaken at minority churches and through programs that address low-income persons. High-risk persons will be reached through efforts aimed at hospitals, long-term care facilities, the Medicaid Waiver Program, and Senior Aides Program. The Area Agency on Aging will assist the Contractor in these efforts and outreach activities will be reported on a monthly basis and maintained by the Area Agency on Aging.

3. Information and Referral

The Contractor shall continue to provide an information and referral service in cooperation with other agencies, particularly the Area Agency on Aging. Assistance will be provided to the Planning Agency in dissemination of information and referral activities particularly to isolated, low-income and minority elderly. The Contractor shall provide assistance in the distribution of information to isolated, low-income and/or minority elderly.

B. Nutrition Center Operation

1. The Contractor will provide four (4) nutrition centers for the purpose of serving meals in a clean and pleasant atmosphere that is also accessible to handicapped individuals, and provide access to kitchen and restroom facilities which meet local health and fire code

requirements and to ensure the use of utilities to include telephone at the center for the period of this contract.

2. The Contractor shall provide four (4) Center Managers five (5) hours per day for five (5) days a week. Emphasis for selection of a manager should be placed on participants and/or retired persons. This person will be hired with the approval of the Planning Agency. In addition, to provide staff with a plan defining their responsibilities during emergencies, i.e., fire, illness and Acts of God.

3. The nutrition center of community center when applicable must stay open for four (4) hours a day Monday through Friday unless it is an approved holiday closing, even when meals are not being served due to a reduction in serving days or a field trip. The purpose is to allow seniors desiring to come to the center for socialization and recreation that opportunity.

4. The Contractor shall arrange for an adequate number of volunteers to assist the Center Manager with special consideration to Retired Senior Volunteers.

5. The Contractor will provide supportive services as addressed in the Title III Rules and Regulations.

C. Meals

1. Trinity Gardens: To receive no less than 25 congregate meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.

2. Hillsdale: To receive no less than 25 congregate meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.

3. Sullivan: To receive no less than 25 congregate meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.

4. Parkway: To receive no less than 25 congregate meals per day of operation; which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.

5. The Contractor is responsible for serving all meals ordered and received to eligible participants daily. An updated waiting list is to be utilized to ensure all meals are served to eligible participants. The Contractor will be billed and is to reimburse the Planning Agency for any meals not served to eligible participants. Sign in logs, meal certification forms, and AIMS reports substantiate meals served to eligible participants.

Holiday Schedule: The nutrition centers will be closed on the following:

October 10	Columbus Day
November 11	Veterans Day
November 24-25	Thanksgiving
December 26-30	Christmas
January 2	New Year's Day
January 16	Martin Luther King
February 20	President's Day
February 20-21	Mardi Gras
April 7	Good Friday
April 24	State Holiday
May 29	Memorial Day
June 5	State Holiday
June 19	Juneteenth
July 4	Independence Day
September 4	Labor Day

D. Training

To ensure that personnel will attend certain training sessions provided by the Planning Agency. In particular, Center Managers must attend training once per month and attend annual training.

E. Eligibility for Services Provided

The Contractor assures that preference will be given to providing services to older individuals with the greatest economic and/or social needs, with particular attention to low-income minority individuals. The Contractor also assures that with all services provided under this contract utilizing Older Americans Act funds, no means test may be used to determine the eligibility of older persons.

F. Equipment

In the event the Contractor uses a portion of Title III monies for the acquisition of vehicles and/or equipment, the Contractor shall have the use of the vehicle and/or equipment for the duration of the program. If either the Planning Agency or the Contractor terminates this contract, the disposition of the purchase will be made by the Planning Agency.

G. Accounts and Records

Records will be maintained on all contributions received by the contractor. Once contributions are collected, they should be counted by two (2) persons (Center Manager and a participant). Contributions should be listed on an Area Agency on Aging monthly donation form. The total contributions should be added and verified and both persons should sign the form for each entry. Contributions should be given to the contractor or designated persons for making bank deposit. At the end of each month, the Center Manager should send to the Area Agency on Aging a copy of the monthly donation form and a copy of the deposit slips for each deposit made. Contributions should be deposited as soon as possible, preferably on a daily basis. Cash should not be left at the center overnight. These contributions should be sent to the Planning Agency at the end of each month along with the monthly financial report.

1. The Contractor will maintain an individual record for each participant on the Title III Client Intake Form as prepared by the Alabama Department of Senior Services. New clients must complete this form when they request services; existing clients must update this form each year. This form is required by all Title III clients if they receive any of the following

services during the year: Personal Care, Homemaker, Chore, Home Delivered Meals, Adult Day Care/Health, Case Management, Congregate Meals, Nutrition Counseling, Assisted Transportation, Transportation, Caregiver Respite, or Caregiver Supplemental Services.

2. The Contractor will ensure that the following records, where applicable, will be provided to the Planning Agency as required.
   a. Weekly meal report and voucher
   b. Monthly supportive and services report
   c. Monthly attendance log

3. Monthly Aging Information Management System (AIMS) reports must be completed online by the 5th of the month following the month of delivered services.

4. To maintain records in such a manner that individuals' confidentiality will not be violated.

H. Publicity

Any major publicity reports should acknowledge that the contract services are made available through a grant from the Alabama State Department of Senior Services and the South Alabama Regional Planning Commission under Title III of the Older Americans Act, 1965 (as amended, 2000).

I. Guidelines

In any situation not covered specifically by this contract, Contractor will follow the guidelines of Title III Older American Act, 1965 (as amended, 2000).

EXHIBIT II

CONTRACTOR City of Mobile **TYPE OF GRANT:**

CONTRACT NUMBER 316-AAA-2023

X	Title III-B
X	Title III-C-1
X	Title III-C-2
	Title III-D
	Title III-F
X	Other

Trinity Gardens, Hillsdale, Sullivan, and Parkway Centers
BUDGET SUMMARY

CONTRACT PERIOD: **FROM** October 1, 2022 **THRU** September 30, 2023

CATEGORY	AGING FUNDS	ESTIMATED LOCAL RESOURCES Local Cash	In-Kind	TOTAL
Personnel*	50,000	117,158		167,158
Personnel Travel				
Space				
Utilities				
Postage & Telephone				
Supplies				
Training				
Transportation				
Insurance				
Office Furniture & Other Equipment				
Other				
TOTAL	$50,000	117,158		$167,158

*** Breakdown of personnel costs**

Position	Title III Funds	Local Cash
Tricksey Center Manager	$ 6,250	$ 17,275.50
Tricksey Driver	6,250	12,014.00
Parkway Center Manager	6,250	17,275.50
Parkway Driver	6,250	12,014.00
Sullivan Center Manager	6,250	17,275.50
Sullivan Driver	6,250	12,014.00
Hillsdale Center Manager	6,250	17,275.50
Hillsdale Driver	6,250	12,014.00
TOTALS	$50,000	$117,158

EXHIBIT III

ASSURANCE ON COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITILE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

The City of Mobile, (hereinafter called the "Sub-grantee"), HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, as amended, (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CPR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be otherwise subjected to discrimination under any program or activity for which the Sub-grantee received Federal financial assistance from the Alabama State Department of Senior Services, a recipient of Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Sub-grantee.

Date: October 1, 2022

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

EXHIBIT IV

ASSURANCE ON COMPLIANCE WITH THE
U. S. DEPARTMENT OF JUSTICE AMERICANS WITH DISABILITIES ACT

The Title III Contractor, the City of Mobile, (hereinafter called the "Sub-grantee"), HEREBY AGREES that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Sub-grantee received Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Sub-grantee.

Date: October 1, 2022

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

EXHIBIT V

ASSURANCE OF COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT OF 1988

CONTRACTOR, SUBCONTRACTOR AND HOST AGENCY CERTIFICATION

All contractors, subcontractors, and host agencies of contract-funded positions shall certify to compliance with the Drug-Free Workplace Act of 1988. All contractors, subcontractors and host agencies must notify South Alabama Regional Planning Commission in writing of any criminal drug statue conviction for a violation by any of their personnel while in the performance of grant or contract funded through South Alabama Regional Planning Commission, or by any enrollee during working hours or while at an assigned workplace, not later than five (5) days after such conviction. Any contractor, subcontractor or host agency that knowingly fails to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or subcontract with South Alabama Regional Planning Commission or the services provided through the respective program.

Date: October 1, 2022

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

EXHIBIT VI

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) 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 office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

2) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Date: October 1, 2022

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

NOTE: If Disclosure Forms are required, please contact: Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 2006 Independence Avenue, SW, Washington, DC 20201-0001.

EXHIBIT VII

ASSURANCE OF HOW THE CONTRACTOR INTENDS TO SERVE THE NEEDS OF LOWER INCOME MINORITY AND RURAL RESIDENTS
{SEC. 306 8 (A) (5) (a) (II)}

City of Mobile_____

Date: October 1, 2022

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

EXHIBIT VIII

Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion - Lower Tier Covered Transactions

(To be supplied to Lower Tier Participants)

By signing and submitting this lower tier proposal, the prospective lower tier participants, as defined in 45 CFR 76, certify to the best of its knowledge and belief that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

b. Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to this proposal.

The prospective lower tier participants further agree by submitting this proposal that they will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Date: October 1, 2022

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

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 the South Alabama Regional Planning Commission to perform all necessary services provided under this contract for Parks and Recreation Department. The Planning Agency agrees to pay the contractor(The City of Mobile) as provided in the statement of work but in no event shall exceed $50,000.00 as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution and attestation of the Intergovernmental Agreement between the Mobile County District Attorney's Office and the City of Mobile for the purpose of providing funding assistance for crime investigation, prevention and prosecution in the Circuit Courts and District Courts of the 13th Judicial Circuit

Amount of Contract:

NTE $1,500,000 over 3 years

Effective Date of Contract:

3/7/2023

Funding Source

Project # Resolution for Intergovernmental Agreement with Mobile County District Attorney's Office

Discretionary Funds n/a

Project String General Fund Unassigned Fund Balance Fund 1000

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 Intergovernmental Agreement with Mobile County District Attorney's Office	Resolution Letter	2/23/2023

Intergovernmental Agreement	Backup Material	2/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	2/23/2023 - 12:06 PM
Legal	Kern, Chris	Approved	2/23/2023 - 1:56 PM
Legal	Kern, Chris	Approved	2/23/2023 - 1:57 PM
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:10 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Intergovernmental Agreement between the Mobile County District Attorney's Office and the City of Mobile, for the public purpose of providing funding assistance for crime investigation, prevention and prosecution in the Circuit Courts and District Courts of the 13th Judicial Circuit, and to perform all acts necessary as outlined in the Intergovernmental Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Intergovernmental Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE MOBILE COUNTY

DISTRICT ATTORNEY'S OFFICE

AND

THE CITY OF MOBILE, ALABAMA

This Agreement is between the Office of the Mobile County District Attorney ("MCDA") and the City of Mobile, Alabama ("City ") for the public purpose of providing funding assistance for crime prosecution in the Circuit Courts and District Courts of the 13"' Judicial Circuit. To that end the parties agree as follows:

1. City agrees to provide funding assistance to MCDA in a sum not to exceed $500,000.00 per year for a period of three years, for a total not to exceed under this agreement of $1,500,000.00;

2. MCDA agrees to use the funds received from City exclusively for its operations in support of crime investigation, crime prevention and crime prosecution in the City of Mobile, its police jurisdiction, and the surrounding area;

3. MCDA and City agree that this agreement does not obligate either party to provide permanent or additional funding beyond the term of this agreement;

4. The Parties agree that nothing herein shall make MCDA an agent or joint venturer of City for any purpose;

5. Upon full execution of this agreement by both parties (hereafter 'the Effective Date'), the funds will be disbursed in three annual payments of $500,000.00, after presentation by MCDA of an invoice requesting the initial disbursement, and thereafter upon presentation by MCDA of an invoice after each anniversary of the effective date;

6. MCDA agrees to refund to City any portion of the funds which are unused or used for any other purpose;

7. No more than thirty (30) days following receipt of funds, MCDA shall provide to City a report which shall summarize the use of the funds which are the subject hereof; MCDA shall further provide an annual report summarizing the use of the funds prior to receipt of the second and third installments.

8. MCDA agrees that it will comply strictly with all state and federal laws, rules, and regulations, and shall specifically assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under

applicable federal or state law.

IN WITNESS WHEREOF, the parties have each cause this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

DATE _____

ATTEST:

BY: _____
Its City Clerk

OFFICE OF MOBILE COUNTY DISTRICT ATTORNEY

By: _____
KEITH BLACKWOOD
Mobile County District Attorney

DATE _____

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AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dana Safety Supply Inc for upfit of 15 Admin Chevrolet Tahoe PPV SUVs for MPD.
General fund.

Amount of Contract:

$117,630.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230222 Dana Agenda Package POs	Cover Memo	2/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:08 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 Feb 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:

Approve issuance of purchase order to Dana Safety Supply Inc for upfit of 15 Admin Chevrolet Tahoe PPV SUVs for MPD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $117,630.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5757

How many bidders received bid packages (if applicable): 37+web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1492	2023	(F7000) MOTOR POOL	UPFIT 15 ADMIN CHEVROLET TAHOE PPV SUVS FOR MPD (SEALED BID 5757)	$117,630.00	(290980) DANA SAFETY SUPPLY INC.

Adopted:

_____
City Clerk

Bill To	Requisition 00001492-00 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: Released Page 1

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
10/27/22	290980	10/28/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	UPFITTING FOR LARGE SUV AS SPECIFIED: THE STAFF BUILD TAHOE SHALL CONSIST OF THE 2023 YEAR MODEL FULL SIZE CHEVROLET TAHOE PPV WITH 2-WHEEL DRIVE. IT SHALL INCLUDE STANDARD SPECIFICATIONS AND BE BLACK IN COLOR. IT SHAL INCKLUDE THE FOLLOWING FACTORY OPTIONS: 6J7 FLASHER, 6J3 GRILLE WIRING, 6J4 HORN SIREN CIRCUIT WIRING, WHELEN ARGES SPOTLIGHT, 6C7 INTERIOR DOME LAMP, AND FITTED FRONT AND REAR FLOOR MATS. THE CITY WILL ACCEPT NO SUBSTITUTIONS FOR THE EQUIPMENT. THE EMERGENCY EQUIPMENT IS COMPUTER CONTROLLED AND/OR MUST BE DISIGNED TO BE COMPATIBLE. THE PRODUCTS SHALL BE PROVIDED AND INSTALLED ON THE ABOVE VEHICLE. ALL PRODUCTS WILL BE AS PER CITY OF MOBILE BID #5757. AS PER CITY OF MOBILE BID #575 AND YOUR QUOTE Additional Description Notes --- THE STAFF BUILD TAHOE SHALL CONSIST OF THE 2023 YEAR MODEL FULL SIZE CHEVROLET TAHOE PPV WITH 2-WHEEL DRIVE. IT SHALL INCLUDE STANDARD SPECIFICATIONS AND BE BLACK IN COLOR. IT SHALL INCLUDE THE FOLLOWING FACTORY OPTIONS:	15.00 EACH	7842.00000	117630.00

Bill To	Requisition 00001492-00 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: Released Page 2

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL
4809 KOGER BLVD	745 BROAD STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	CARTERD@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/22	290980	10/28/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	6J7 FLASHER, 6J3 GRILLE WIRING, 6J4 HORN SIREN CIRCUIT WIRING, WHELEN ARGES SPOTLIGHT, 6C7 INTERIOR DOME LAMP, AND FITTED FRONT AND REAR FLOOR MATS.			
	THE MOBILE POLICE DEPARTMENT WILL ACCEPT NO SUBSTITUTIONS FOR THE EQUIPMENT. THE EMERGENCY EQUIPMENT IS COMPUTER CONTROLLED AND/OR MUST BE DISIGNED TO BE COMPATIBLE. THE PRODUCTS SHALL BE PROVIDED AND INSTALLED ON THE ABOVE VEHICLE. REQUESTED BY THE POLICE DEPARTMENT.			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			117630.00

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 117630.00

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	117630.00	126673.45

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

Bill To	Requisition 00001492-00 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: Released Page 3

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
10/27/22	290980	10/28/22			MOTOR POOL

Account	Amount	Remaining Budget
Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	117630.00	
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)	

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

Activity	Date	Clerk	Comment
CCancelled	02/17/23	JOHN PAINE	GL Allocation changed
Approved	12/02/22	CHARLES SUMRALL	Up fitting kit for PD units
Approved	12/06/22	KINA ANDREWS	Auto approved by: 910520042
Approved	12/06/22	JAMES DELAPP	Auto approved by: 910520042
Approved	12/06/22	MARC VASSALLO	
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Queued	02/17/23	CHARLES SUMRALL	being worked
Pending		SHONNDA SMITH	being worked
Pending		JAMES DELAPP	being worked
Pending		CASI CALLAWAY	being worked
Pending		DONALD ROSE	being worked
Pending		SANDRA LEWIS	being worked
Pending		KAREN NAMAN	being worked
Pending		JOHN PAINE	being worked
Pending		MICHAEL SPAFFORD	being worked

Authorized By: _____ Date: _____
Signature

Tabulation for Bid #5757
upfitting Tahoe Police Non Patrol Vehicles

Dana Safety Supply Inc. 7842.00/each

Prologic ITS LLC 7857.75

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:
1/2/2023	5757	POLICE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 20, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
APPX 4 to 20	**UPFITTING TAHOE POLICE NON-PATROL VEHICLE** Upfitting of 2022-2023 model Chevrolet Police Non-Patrol Tahoe PPV as per the following and attached specifications. Vendor shall bid and provide the items specified as per the attached specification. Price to upfit Tahoe as per the following and attached specifications $_____/ unit. Time to upfit each Tahoe as per specification _____ The City desires for the vendor to be able to upfit 3 Tahoes per week. Can you meet the minimum of 3 completed units per week? Yes_____ No_____ City of Mobile will deliver the vehicle to the vendor's shop for upfitting and pick them up when upfitting is complete. **City of Mobile Business License Required – See Item 14 (on reverse side)**					
				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

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 ON AN 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.

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.

STAFF BUILD

The Staff Build Tahoe shall consist of the 2023 year model full size Chevrolet Tahoe PPV with 2-wheel drive. It shall include standard specifications and be black in color. It shall include the following factory options:

6J7 Flasher, 6J3 Grille Wiring, 6J4 Horn Siren Circuit Wiring, Whelen Arges Spotlight, 6C7 Interior Dome Lamp, and fitted front and rear floor mats.

The Mobile Police Department will accept no substitutions for the following equipment. The following emergency equipment is computer controlled and/or must be designed to be compatible. The following products shall be provided and installed on the above vehicle:

1. (1) Federal Signal PF200H – remote mount smart siren with handheld controller. To include (1) Federal Signal EXPMOD24 expansion module and (1) Federal Signal OBDCABLE20-GMCAN OBD II interface cable.
2. (1) Federal Signal ES100C – siren speaker. To include Federal Signal ESB-TAH21ND speaker bracket.
3. (1) MNSTAR SOLUTIONS PD-B6I6 - 12 position split fused distribution block. This product must have 6 constant power, 6 switched power, and 12 ground connections.
4. (1) Federal Signal SIFMJS-TAH21-P2 – interior front windshield light bar.
5. (6) Federal Signal MPS62UX-BW – perimeter lights. To include (6) Federal Signal MPSM6U-FPIU20SMW mounting brackets.
6. (1) Federal Signal SIFMJH-TAH21-P2 – interior rear windshield light bar.
7. (2) Federal Signal MPS63UX-BRW – perimeter lights.
8. (2) Federal Signal 416300-BA – perimeter lights. To include Federal Signal 416302 grommet kit.
9. (2) Federal Signal MPS62UX-BW – perimeter lights.
10. (1) Setina GK11191B1S – Blac-Rac standalone mount universal rifle and shotgun rack. The locks shall not use a handcuff key.
11. (1) Setina GF1092TAH21 – base for Blac-Rac standalone mount universal rifle and shotgun rack.
12. (1) Blac-Rac Retention Post 2500+ - Blac-Rac retention post for rifle gun lock.
13. (1) Federal Signal RBKIT2 – dual rumbler woofers kit. To include Federal Signal RB-TAH21 bracket kit.
14. (1) Pulse Larsen KGI768 – interior glass mount dipole mobile radio antenna. 768-896 MHZ with 14' RG58 cable.
15. (1) Amphenol 031-2367-RFX – TNC RG58 connector.
16. (2) Federal Signal XSM2X-BRW-US – interior mount warning light.

Installation details:

Item # 1 – Federal Signal PF200H – along with the Federal Signal EXPMOD24 expansion module and the Federal Signal OBDCABLE20-GMCAN OBD II interface cable, shall be installed as per manufacturer's specifications in a location to be determined. Wiring connections for this item shall be connected as follows:

Power: Attached to ignition and/or constant power on MNSTAR Solutions fused distribution block as required.

Ground: Attached to ground on MNSTAR Solutions fused distribution block.

Speaker: Attached to factory wiring harness that is connected to siren speaker.

Item # 2 – Federal Signal ES100C – along with the Federal Signal ESB-TAH21ND speaker bracket, shall be installed as per manufacturer's specifications.

Item # 3 - MNSTAR SOLUTIONS PD-B6I6 - shall be installed as per manufacturer's specifications in a location to be determined. It will protect as well as provide power for all aftermarket equipment. Wiring connections for this item shall be connected as follows:

Constant Power: Connected to constant power on factory upfitter harness.
Ignition Power: Connected to ignition power relays on factory upfitter harness.
Ground: Connected to ground on factory upfitter harness.

Item # 4 – Federal Signal SIFMJS-TAH21-P2 – shall be installed as per manufacturer's specifications.

Item # 5 – Federal Signal MPS62UX-BW – along with the Federal Signal MPSM6U-FPIU20SMW mounting brackets, shall be installed as per manufacturer's specifications. They shall be installed horizontally along the driver and passenger running boards. There will be 3 on each side and they shall be evenly spaced.

Item # 6 – Federal Signal SIFMJH-TAH21-P2 - shall be installed as per manufacturer's specifications.

Item # 7 - Federal Signal MPS63UX-BRW - shall be installed as per manufacturer's specifications horizontally on either side of the tag.

Item # 8 - Federal Signal 416300-BA – along with the Federal Signal 416302 grommet kit, shall be installed as per manufacturer's specifications to the bottom of the lift gate panel.

Item # 9 - Federal Signal MPS62UX-BW - shall be installed as per manufacturer's specifications on the driver and passenger side lower front fascia.

Item # 10 - Setina GK11191B1S - shall be installed as per manufacturer's specifications behind the factory front center console.

Item # 11 - Setina GF1092TAH21 - shall be installed as per manufacturer's specifications behind the factory front center console.

Item # 12 – Blac-Rac Retention Post 2500+ – shall be installed as per manufacturer's specifications.

Item # 13 – Federal Signal RBKIT2 – along with Federal Signal RB-TAH21 bracket kit, shall be installed as per manufacturer's specifications.

Item # 14 – Pulse Larsen KGI768 – shall be installed as per manufacturer's specifications. It will be installed on the interior of one of the rear cargo windows.

Item # 15 – Amphenol 031-2367-RFX – shall be installed onto the end of the RG58 mobile radio antenna cable.

Item # 16 – Federal Signal XSM2X-BRW-US – shall be installed as per manufacturer's specifications in the rear cargo windows.

Additional Requirements:

Mobile Radio Wiring – the wiring harnesses for this item shall be connected as follows:

Power: Connected to constant power on the MNSTAR fused distribution block.
Ignition: Connected to ignition power on the MNSTAR fused distribution block.
Ground: Connected to ground on the MNSTAR fused distribution block.

There are 2 power wiring harnesses, 1 for the head unit (display) and 1 for the MRU unit (brain). The head unit will be mounted in a location to be determined near the factory center console using a Harris bracket. The MRU will be mounted in a location to be determined using a Harris bracket. A 3pin data cable will run between these 2 units. The Pulse Larsen antenna will be installed on the interior of one of the rear cargo windows. A RG-58 coaxial antenna cable will run from the antenna and terminate with a TNC connector at the location of the MRU. A radio speaker will be mounted with the supplied mounting bracket and hardware in a location to be determined.

Factory Flashers –The factory flashers are factory installed. There will be an activation wire in the factory upfitter wiring harness that will be extended and connected to the switch that activates the wig wag function.

- The installer will furnish to the City of Mobile a full diagram listing where The wire runs are located and listing what wiring scheme is being used (EX: Red=Constant Power, Yellow=Ignition Power, Black=Ground, Pink=Trigger, Blue and Brown=Siren, ETC).
- A warranty and service agreement will be made detailing what service will be provided and for what length of time.
- The company awarded the contract or its contractor shall stock replacement parts or have them readily available for repairs.
- All wiring shall be protected by a raceway, channel, loom, or conduit. Any wiring outside of the passenger compartment shall be loomed. Any connections made outside of the passenger compartment shall be soldered and heat shrunk, or at minimum a heat shrink type connector shall be used. The connections on any wire 10 gauge or larger in diameter **must** have a mechanical connection (uninsulated crimp), as well as be soldered and heat shrunk regardless of location.
- All lights will be synchronized together.

- The installer is responsible for providing and installing all wiring, shop supplies, and any equipment not specifically listed as being provided by the City of Mobile; as necessary for a professional installation of the above listed items.

- All installations must be professional, neat in appearance, and performed by one organization. All manners of installation and wiring must be uniform and appropriate for the equipment being used as well as comply with industry standards.

- All wires will be routed behind trim and floor covering and positioned as to not interfere with other components.

- Any hardware not provided by the equipment manufacturer that the installer uses to mount equipment to the vehicle outside of the passenger compartment must be stainless steel.

* **All above equipment to be installed prior to delivery**
** **Quantity will be contingent upon pricing**
*** **Install shall include a Harris radio wiring kit to be provided to the contractor by the City of Mobile.**

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Liftnow automotive Equipment Corp for Bendpak R26FLT tire changer for Municipal Garage
General fund.

Amount of Contract:

$17,440.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230216 Liftnow Agenda Package POs	Cover Memo	2/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 2:02 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 Feb 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Liftnow Automotive Equipmment Corp

PURPOSE & SCOPE OF PROJECT:
Approve issuance of purchase order to Liftnow automotive Equipment Corp for Bendpak R26FLT tire changer for Municipal Garage
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $17,440.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5758

How many bidders received bid packages (if applicable): 12 + web

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
609	2023	(2050) FLEET MANAGEMENT-GARAGE	BENDPAK R26FLT TIRE-CHANGING MACHINE FOR MUNICIPAL GARAGE (SEALED BID 5758)	$17,440.00	(298323) LIFTNOW AUTOMOTIVE EQUIPMENT CORP.

Adopted:

_____
City Clerk

Bill To	Requisition 00000609-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.44020.
MOBILE, AL	Review:
36604	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
LIFTNOW AUTOMOTIVE EQUIPMENT CORP.	MUNICIPAL GARAGE
PO BOX 972	770 GAYLE STREET
	MOBILE, AL 36604
YORKTOWN HEIGHTS, NY 10598	CARTERD@CITYOF MOBILE.ORG
Tel#9144243479	Delivery Reference DIANE CARTER-MCCARTY
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET
	MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/28/22	298323	10/11/22			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	TIRE CHANGER MACHINE AS SPECIFIED: ELECTROHYDRAULIC INDUSTRIAL TIRE CHANGER FOR INDUSTRIAL VEHICLES. HANDLES 14" TO 26" RIM WITH MAXIMUM WHEEL DIAMETER OF 63" AND A MAX WHEEL WIDTH OF 30". MAX FLLOOR SPACE REQUIRED OF ONLY 87. 5" X 73.75". FACTORY INSTALLATION INCLUDED. VENDOR TO PROVIDE AND INSTALL TRUCK TIRE CHANGER BENDPAK MODEL R26FLT AS PER CITY OF MOBILE BID #5758 AND YOUR QUOTE.	1.00 EACH	17440.00000	17440.00

Additional Description Notes

CORIGHI HD 700 ELECTROHYDRAULIC INDUSTRIAL TIRE CHANGER FOR INDUSTRIAL VEHICLES. HANDLES 14" TO 26" RIM WITH MAXIMUM WHEEL DIAMETER OF 63" AND A MAX WHEEL WIDTH OF 30". MAX FLOOR SPACE REQUIRED OF ONLY 87.5" X 73.75". FACTORY INSTALLATION INCLUDED. RESUBMITTAL REQUESTED BY CHARLES SUMRALL 2050 - FLEET.

The Above Line Item Is For Department: MOTOR POOL
The Above Line Item Is Required By: 09/15/22

1	1000.40.20.2070.2050.2070.0000.0000.44020.	17440.00

Bill To	Requisition 00000609-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.44020.
MOBILE, AL	Review:
36604	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
LIFTNOW AUTOMOTIVE EQUIPMENT CORP.	MUNICIPAL GARAGE
PO BOX 972	770 GAYLE STREET
	MOBILE, AL 36604
YORKTOWN HEIGHTS, NY 10598	CARTERD@CITYOF MOBILE.ORG
Tel#9144243479	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604
	Delivery Reference
	DIANE CARTER-MCCARTY

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/28/22	298323	10/11/22			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 17440.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.44020.	17440.00	4604100.58
FLEET MANAGEMENT EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	10/12/22	KINA ANDREWS	Auto approved by: 910518527
Approved	10/12/22	JAMES DELAPP	
Approved	10/12/22	MARC VASSALLO	Auto approved by: 910518527
Approved	02/16/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	02/16/23	JAMES DELAPP	
Approved	02/16/23	CASI CALLAWAY	Auto approved by: 910518527
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij

Bill To	Requisition 00000609-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2050.2070.0000.0000.44020. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
LIFTNOW AUTOMOTIVE EQUIPMENT CORP. PO BOX 972 YORKTOWN HEIGHTS, NY 10598 Tel#9144243479	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOF MOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/28/22	298323	10/11/22			FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Rejected	12/28/22	JOHN PAINE		see email	
	Approved	02/16/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	02/16/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	02/16/23	KAREN NAMAN		Auto approved by: 9105paij	
	Approved	02/16/23	JOHN PAINE			
	Approved	02/16/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5758
TRUCK TIRE CHANGING MACHINE

LIFTMORE AUTOMOTIVE EQUIPMENT CO	$14,744.00
TECHNOLOGY INTERNATIONAL	$18,000.00
MASSETT SUPPLY COMPANY	$18,049.00

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:
1/3/2023	5758	GARAGE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 20, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
APPX 1-2	**TRUCK TIRE CHANGING MACHINE** Truck tire changing machine as per the following and attached specifications. Make_____ Model_____ Installed Price $_____ Vendor will be responsible to provide and install the tire changing machine. City will make the final electrical connections. City of Mobile Business License is required. Upon award, the City will purchase a minimum of one (1) truck tire changing machine. Page 1 of 2					
			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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2					

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

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

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

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

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

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

If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE.

				TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

- electric motor and hydraulic
- Self-centering hydraulic clamping chuck
- Quick positioning and locking mount / demount arm
- Adjustable carriage for positioning, bead loosening, mounting and de-mounting.
- Hydraulically operated spreader jaws
- Sturdy spindle, chuck and mount-demount head hydraulically rotates, raises, and lowers
- Must be able to handle aluminum rims
- Large bead tool
- Small bead tool
- Rotary valve O-rings
- Wheel clamp comes standard
- Vendor will be responsible to provide and install.
- City will make final electrical connections
- Vendor shall provide a 3 hour class on use and care of the tire machine.

Style

Style:
Truck Tire Changer

Drive System Type
Electric / Hydraulic

Voltage
3 HP (220 VAC 50-60 HZ)

Wheel Clamping Method

4 clamps

Bead Braking System

Armor-plated Disc

Max Rim Diameter

14" – 26" (356 mm – 660 mm)

Max Tire / Wheel Diameter

63" (1,600 mm)

Max Tire / Wheel Width

31" (787 mm)

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance purchase order to Mike Hoffman Equipment Services to replace gasoline product piping at Municipal Garage and approve Mayor Emergency Declaration. General fund.

Amount of Contract:

$49,958.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230222 Hoffman Agenda Package POs	Cover Memo	2/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:09 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 Feb 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Mike Hoffman Equipment Services

PURPOSE & SCOPE OF PROJECT:
Approve issuance of purchase order to Mike Hoffman Equipment Services to replace gasoline product piping at Municipal Garage and approve Mayor Emergency Declaration.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $49,958.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Less than $50K Public Works bid rqmt, also emergency exempt AL Code 39-2-2(e)

How many bidders received bid packages (if applicable): 3

How many bidders submitted bids (if applicable): 1

If this is not the lowest bid, explain why not:
Competitive quotes sought from Mike Hoffman, McKinney Petroleum, and Superior Petroleum Services.

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 that the Mayor's Emergency Declaration of February 9, 2023 relating to the need for repairs to the Garage fueling system is approved and declared, for the following requisition as indicated below and attached herein.

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6070	2023	(2050) FLEET MANAGEMENT-GARAGE	REPLACE GASOLINE PRODUCT PIPING AT MUNICIPAL GARAGE (AL CODE 39-2-2(E) EMERGENCY, QUOTES OBTAINED)	$49,958.00	(85814) MIKE HOFFMAN EQUIPMENT SERVICES

Adopted:

_____

City Clerk

Bill To	Requisition 00006070-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.47010. Review: Buyer: Status: Released Page 1

Vendor	Ship To
MIKE HOFFMAN EQUIPMENT SERVICES INC 4109 HALLS MILL RD MOBILE, AL 36693 Tel#251-666-8994 Fax 251-661-9558	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/16/23	085814				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	TOTAL REPLACEMENT OF PRODUCT PIPING FROM GASOLINE TANK #2 TO PUMP #3 AND #4 SAW CUTTING, DEMOLITION, AND DISPOSAL OF EXISTING CONCRETE TO FURNISH AND INSTALL NEW FIBERGLASS PRODUCT PIPING FROM SUBMERSIBLE PUMP SUMP TO NEW DISPENSER SUMP. REPLACEMENT OF DISPENSER SUMP FOR DISPENSER AT PUMP #3 & #4. REPLACE AREA OF CONCRETE REMOVED FOR INSTALLATION OF THE NEW PIPING AREA IN DRIVEWAY (APPROXIMATELY 21' X 18') WITH 4000 PSI CONCRETE, REINFORCED WITH #5 REBAR ON 12" CENTERS. *BONDING (PERFORMANCE BOND) IS INCLUDED IN FINAL PRICING* Additional Description Notes --- TOTAL REPLACEMENT OF PRODUCT PIPING FROM GASOLINE TANK #2 TO PUMP #3 AND #4 SAW CUTTING, DEMOLITION, AND DISPOSAL OF EXISTING CONCRETE TO FURNISH AND INSTALL NEW FIBERGLASS PRODUCT PIPING FROM SUBMERSIBLE PUMP SUMP TO NEW DISPENSER SUMP. REPLACEMENT OF DISPENSER SUMP FOR DISPENSER AT PUMP #3 & #4. REPLACE AREA OF CONCRETE REMOVED FOR INSTALLATION OF THE NEW PIPING AREA IN DRIVEWAY (APPROXIMATELY 21' X 18') WITH 4000 PSI CONCRETE, REINFORCED WITH #5 REBAR ON 12" CENTERS. *BONDING (PERFORMANCE BOND) IS INCLUDED IN FINAL PRICING*	1.00 EACH	49958.00000	49958.00
1	1000.40.20.2070.2050.2070.0000.0000.47010.			49958.00

Bill To	Requisition 00006070-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.47010. Review: Buyer: Status: Released Page 2

Vendor	Ship To
MIKE HOFFMAN EQUIPMENT SERVICES INC 4109 HALLS MILL RD MOBILE, AL 36693 Tel#251-666-8994 Fax 251-661-9558	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/16/23	085814				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DORIS IRBY

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 49958.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.47010.	49958.00	4600745.23
FLEET MANAGEMENT EXP	EQUIPMENT (GREATER $5000)	

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

Activity	Date	Clerk	Comment
Approved	02/16/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	02/16/23	JAMES DELAPP	
Approved	02/16/23	CASI CALLAWAY	Auto approved by: 910518527
Queued	02/16/23	DONALD ROSE	Auto approved by: 910518527
Queued	02/16/23	SANDRA LEWIS	Auto approved by: 910518527
Queued	02/16/23	KAREN NAMAN	Auto approved by: 910518527
Queued	02/16/23	JOHN PAINE	Auto approved by: 910518527

Bill To	Requisition 00006070-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.47010. Review: Buyer: Status: Released Page 3

Vendor	Ship To
MIKE HOFFMAN EQUIPMENT SERVICES INC 4109 HALLS MILL RD MOBILE, AL 36693 Tel#251-666-8994 Fax 251-661-9558	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/16/23	085814				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 02/16/23 MICHAEL SPAFFORD		Auto approved by: 910518527	

Authorized By: _____ Date: _____
Signature

OFFICE OF THE MAYOR

MOBILE
ALABAMA

February 7, 2022

To Whom It May Concern:

I, William S. Stimpson, Mayor of the City of Mobile, hereby delegate my signature to the City Attorney, Ricardo A. Woods and Chief of Staff, James H. Barber, in my capacity as Mayor during the period of February 7-13, 2023, during which time I am out of state.

Sincerely,

William S. Stimpson
Mayor

DECLARATION OF PUBLIC WORKS EMERGENCY

WHEREAS, *Code of Alabama* 1975, Section 39-2-2 (e) provides an exception to the requirement for the advertisement of public works contracts in case of "emergency affecting public health, safety, or convenience which would result from delay"; and

WHEREAS, the Environmental Section of the City Engineering Department has advised the undersigned of an issue at the City of Mobile Garage, 770 Gayle Street, wherein multiple components of the fueling system have failed and need immediate replacement in order to avoid soil contamination, which would likely jeopardize the health and safety of the public;

NOW, THEREFORE, I hereby declare pursuant to Section 39-2-2 (e) of the *Code of Alabama*, 1975, that, as of January 31, 2023, at 2:00 p.m., a public works emergency has existed as stated above warranting immediate remedial action.

DONE THIS 9 DAY OF FEB, 2023.

FOR WILLIAM S. STIMPSON
MAYOR
CITY OF MOBILE, ALABAMA

City of Mobile Purchasing
P.O. BOX 1948
Mobile, Al. 36633
(251) 208-7477 -- (251) 208-7526 (FAX)
John.paine@cityofmobile.org

The City of Mobile is requesting quotes on the following items. Prices quoted are to be the Delivered price to the City of Mobile (FOB Mobile). **If quoting other than requested item, you must state Manufacturer Name and Model Number. No substitutes are allowed if description states, "NO SUB" or "NO SUBSTITUTES".** Please **sign** and return your quote in person at 770 Gayle Street on Monday, February 20th, 2023, between 3-4pm CST to Rosemary Ginn at the Guard Shack. **If you wish to view the site, email stormwater@cityofmobile.org, to make arrangements.** The site will be available for viewing between 8-9am CST on Monday, February 20th, 2023.

Thank you, John Paine

Units	Description	Unit Price	Total
1 Lump Sum	Total replacement of all product piping from Gasoline Tank #2 to dispenser pump #3 & #4. Furnish and install new double-walled fiberglass product piping and all connectors and fittings necessary to connect submersible pump sump for Tank #2 to new dispenser sump for Pump #3 & #4. Piping should be compatible with existing fueling system infrastructure at City Garage, 770 Gayle Street. Length of piping to be calculated by bidder and price for said length included in this quote. After installation of new piping, fuel system should function as intended, distributing fuel from Tank #2 to the dispensers pump #3 & #4, in accordance with manufacturer's specifications and recommendations.		$19,500.00
1 Lump Sum	Saw cutting, demolition, and disposal of existing concrete.		$7,500.00
1 Lump Sum	Replace dispenser sump for Wayne dispenser at Pump #3 & #4. Dispenser sump shall operate as intended, providing secondary containment to the dispenser, as per		$6,000.00

	manufacturer's recommendation.		
1 Lump Sum	Replace concrete in the excavated area removed for installation of new piping area in driveway (approximately 21' x 18'); concrete shall be replaced at the same thickness as the existing thickness. Backfill, excavated area with borrow material; do not re-use excavated material. Concrete shall be 4000 psi concrete reinforced with #5 rebar on 12" centers. Installation/excavation for new piping shall not disturb the newest, existing concrete patch running perpendicular to the dispenser island.		$15,460.00
1 Lump Sum	Performance Bond (for all the work in the above listed pay items).		$1,498.00
		Total:	$49,958.00

**Note:

1. Work must commence on Monday, February 27th, 2023, and be completed by Thursday, March 2nd, 2023.
2. All items incidental to the work which are not specifically mentioned in the total below are included in the total shown.
3. Any required ADEM regulatory testing/compliance documentation necessary to demonstrate that no leaks are present within the system is included in this quote. Testing reports are to be delivered in accordance with the schedule above.
4. This document is not an authorization to work – it is a quote. No work can commence until Purchase Order issued by Purchasing Department.

PLEASE SIGN BELOW:

PRICING CAN BE HONORED FOR 30 **DAYS.**

COMPANY NAME MIKE HOFFMANS EQUIPMENT

REPRESENTATIVE _____ **DATE** 2/20/23

Quote *DELIVERED PRICING* F.O.B. Destination

The City of Mobile will not add freight, fuel surcharges, handling, inside delivery unloading charges, hazardous material charges, etc. after the fact.

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to approve issuance of purchase order to Emergency Services Consulting International for Code 3 Strategist emergency operations modeling software for MFRD.
General fund.

Amount of Contract:

$38,500.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230223 ESCI Agenda Package POs	Cover Memo	2/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:08 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 Feb 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Emergency Services Consulting International

PURPOSE & SCOPE OF PROJECT:
Approve issuance of purchase order to Emergency Services Consulting International for Code 3 Strategist emergency operations modeling software for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $38,500.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: NPP Gov Cooperative Purchasing Agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3121	2023	(1510) FIRE ADMINISTRATION	CODE 3 STRATEGIST EMERGENCY OPERATIONS MODELING SOFTWARE, SETUP AND ONE-YEAR SUBSCRIPTION FOR MFRD (NPP GOV COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$38,500.00	(298336) EMERGENCY SERVICES CONSULTING INTERNATIONAL

Adopted:

_____
City Clerk

Bill To	Requisition 00003121-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
EMERGENCY SERVICES CONSULTING INTERNATI	FIRE CENTRAL SUPPLY
25030 SW PARKWAY AVE	2851 OLD SHELL ROAD
SUITE 300	
	MOBILE, AL 36607
WILSONVILLE, OR 97070	richardsonv@cityofmobile.org
Tel#503-570-7778	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
12/12/22	298336				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER NPPGOV CONTRACT #PS20365.			
	BILLING/PAYMENT DUE: 33% AT CONTRACT SIGNING, 33% AT COMPLETION OF TRAINING AND 34% DUE AT ACCEPTANCE (10-20 DAYS AFTER COMPLETION OF TRAINING.)			
001	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	38500.00000	38500.00
	Additional Description Notes			
	CODE 3 STRATEGIST PROGRAM Outright license purchase, Year 1 (includes training, initial configuration and Year 1 maintenance and support) Outright license purchase, subsequent years - maintenance Code3 Strategist allows you to perform deep exploration of your data which then may be displayed in map, chart, and tabular formats. Regardless of the chosen format you can access the data behind the image for further exploration. Custom reports can be created in Code3 Strategist, and it supports all nationally recognized reporting metrics (CPSE, NFPA, ISO) and it can also utilize any custom benchmarks you are capturing in your CAD or RMS.			
	SOFTWARE LICENSE 1 YEAR INCLUDING TRAINING, INITIAL CONFIGURATION AND 1 YEAR MAINTENANCE SUPPORT: $35,500.00.			
	PRE-APPROVED EXPENSES FOR ONSITE TRAINING NOT TO EXCEED: $3,000.00.			

Bill To	Requisition 00003121-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
EMERGENCY SERVICES CONSULTING INTERNATI 25030 SW PARKWAY AVE SUITE 300 WILSONVILLE, OR 97070 Tel#503-570-7778	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
12/12/22	298336				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Item Inventory Item/Loc 1723			
1	6120.70.15.0000.0000.1510.0000.0000.49130.			19250.00
2	1000.30.15.1510.1510.1510.0000.0000.49130.			19250.00

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

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

Requisition Link

Requisition Total 38500.00

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

Account		Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.49130.		19250.00	4876629.55
	FIRE ADMINISTRATION EXP UNCLASSIFIED EXPENDITURES		
6120.70.15.0000.0000.1510.0000.0000.49130.		19250.00	4876629.55
	EMERGENCY MEDICAL SVCS EXP UNCLASSIFIED EXPENDITURES		

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

Bill To	Requisition 00003121-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
EMERGENCY SERVICES CONSULTING INTERNATI	FIRE CENTRAL SUPPLY
25030 SW PARKWAY AVE	2851 OLD SHELL ROAD
SUITE 300	
	MOBILE, AL 36607
WILSONVILLE, OR 97070	richardsonv@cityofmobile.org
Tel#503-570-7778	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
12/12/22	298336				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	02/23/23	DONALD ROSE	Approved by: 9105fola		
	Approved	02/23/23	SANDRA LEWIS	Auto approved by: 910516727		
	Approved	02/23/23	KAREN NAMAN	Auto approved by: 910516727		
	Approved	02/23/23	JOHN PAINE	Auto approved by: 910516727		
	Approved	02/23/23	MICHAEL SPAFFORD	Auto approved by: 910516727		

Authorized By: _____ Date: _____
Signature

Emergency Services Consulting International (ESCI)

Publicly Solicited Contract

START DATE:	POTENTIAL END DATE:	CONTRACT NUMBER:	LEAD PUBLIC AGENCY:
May 27th, 2020	May 27th, 2026	PS20365	League of Oregon Cities

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Products on Contract

- Long Range Master Planning & Strategic Planning
- Cooperative Efforts/Shared Services Feasibility Studies
- Standards of Cover
- Agency Evaluations
- Station Location & Staffing Studies
- Executive Recruitment
- Promotional Testing

Instructions to Access This Contract

Please Log in to view complete list of contract documents and instructions.

Log In

Contract Documents

For Best Viewing Results Download Contract Docs

Synopsis, MPA, RFP, and IGA available to logged in members.

Contact NPPGov

NPPGov Customer Service
customerservice@nppgov.com
Phone: 877.329.8847

Testimonial

"The purchase went great with no problems whatsoever. I do plan on checking/using NPPGov for any future purchases."

Jeffrey Peebles
Lyon County Sheriff's Office

ESCI

ESCI Overview

ESCI is the consulting firm of the IAFC, providing specialized, professional Fire, EMS, Law Enforcement and communications consulting services throughout the United States and Internationally. ESCI has been meeting the needs of emergency services agencies since 1976 and is considered by many to be the nation's leader in emergency services consulting. Utilizing twelve full-time staff and over 50 field consultants nationwide, ESCI provides consulting services to municipalities, special districts, counties, non-profit organizations, and the industrial and commercial community.

Additional Company Information

ESCI Website

ESCI Customer Service
Joe Powers
Managing Director
joe.powers@esci.us
1.800.757.3724

Terms and Conditions | Privacy Policy
Copyright National Purchasing Partners © 2021

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 NPPGov 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,

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 NPPGov, 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 various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by NPPGov 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 NPPGov, 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 NPPGov, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, NPPGov'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:2/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Ward Apparatus LLC for one MCB Responder 12ft rescue truck for MFRD.

General fund.

Amount of Contract:

$260,488.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230223 Ward Agenda Package POs	Cover Memo	2/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 2:04 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 Feb 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Ward Apparatus LLC

PURPOSE & SCOPE OF PROJECT:

Approve issuance of purchase order to Ward Apparatus LLC for one MCB Responder12-foot rescue truck for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $260,488.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: HGAC Cooperative Purchasing Agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4781	2023	(1510) FIRE ADMINISTRATION	MCB RESPONDER 12FT RESCUE TRUCK FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$260,488.00	(0000) WARD APPARATUS LLC.

Adopted:

_____
City Clerk

Bill To	Requisition 00004781-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1100.70.00.0000.0000.0000.0000.0000.49301.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/23	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK, FIRE: WARD TECHNICAL RESCUE APPARATUS; Custom Ward Apparatus 12’ Rescue Apparatus Mounted on a 2023 Ford F550 4x4 Chassis Vendor Item	1.00 EACH	260488.00000	260488.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			130488.00
2	1100.70.00.0000.0000.0000.0000.0000.49301.			130000.00

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

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

Requisition Link

Requisition Total 260488.00

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP. .	130488.00	1137248.20

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

Bill To	Requisition 00004781-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1100.70.00.0000.0000.0000.0000.0000.49301.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/23	00000				FIRE ADMINISTRATION

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
1100.70.00.0000.0000.0000.0000.0000.49301.		130000.00	140663.57
DESIGNATED & DONATED FUNDS EXP	REVENUE-FIRE DEPARTMENT		
7000.40.20.0000.0000.2070.0000.0000.47120.		130488.00	140663.57
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	01/25/23	CHARLES SUMRALL	Replace Asset not Listed
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	01/30/23	LONA WHITLOCK	
Queued	01/30/23	DONALD ROSE	
Queued	01/30/23	SANDRA LEWIS	
Queued	01/30/23	KAREN NAMAN	
Queued	01/30/23	JOHN PAINE	
Queued	01/30/23	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 66F8AE00-2C2E-4EEA-A5AC-02541E94F8C3

AMENDMENT No. 2 to CONTRACT No. FS12-19
For
Fire Service Apparatus (All Types)
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Ward Apparatus, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through May 31, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

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

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 5/16/2022

Signed for: **Ward Apparatus, LLC**

DocuSigned by:
EA005BBE8D584D3...

Printed Name & Title: Scott Beecher President

Date: 5/10/2022

DocuSign Envelope ID: C8098C1F-0BF8-444B-8275-38DBF39B20BB

FULL CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC**,** Maintainer Corporation of Iowa, Inc. (Contractor) at 1701 South Second Avenue, Sheldon, IA 51201 and Ward Apparatus, LLC**, (**Assignee**)** at 1250 Schweizer Road, Horseheads, NY 14845.

WHEREAS, Contractor has first made H-GAC aware of the need for a Full Assignment of the original Agreement to the new Assignee. This notice should be made to H-GAC via a letter or formal notice provided to H-GAC detailing the reason(s) for the Assignment. This formal notice from the Contractor will be included as Attachment A of this Assignment Agreement.

WHEREAS, Contractor entered into a Contract, identified as ID 3980, with H-GAC.

WHEREAS, Contractor wishes to assign the full performance of its obligations under the Contract to Assignee, effective on the Effective Date defined below; for the duration of the contract through the End Date of the Agreement, Nov 30 2021.

WHEREAS, Assignee is willing to accept such assignment, perform as stipulated in the original Contract (a copy of which will be provided to Assignee by Contractor) and comply with all the General and Special Provisions.

WHEREAS, H-GAC is willing to consent to such assignment on the terms stated herein;

NOW THEREFORE, the parties agree as follows:

1. Contractor hereby assigns to Assignee all of its rights and obligations, including payment, under the Contract on the Effective Date (defined below). Contractor will continue to be responsible for all actions taken by Contractor and Purchase Orders (if applicable) processed under the Contract prior to the Effective Date of this Assignment Agreement.

2. Assignee hereby accepts the assignment of Contractor's rights under the Contract, including payment, and assumes all of Contractor's obligations under the Contract from and after the Effective Date. Assignee agrees to perform the duties of the Contractor under the Contract and to comply with all Contract General and Special Provisions commencing on the Effective Date.

3. H-GAC hereby consents to such assignment and assumption.

Unless otherwise noted, this Agreement goes into effect on the date signed by H-GAC (the "Effective Date"). All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

DocuSign Envelope ID: C8098C1F-0BF8-444B-8275-38DBF39B20BB

IN WITNESS WHEREOF, the parties have caused this Full Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 9/29/2021

Maintainer Corporation of Iowa, Inc. (Contractor)

Signature DocuSigned by: Shelley Morris 9584AD0BE4CF439...

Name Shelley Morris

Title President

Date 9/29/2021

Ward Apparatus, LLC (Assignee)

Signature DocuSigned by: EA005BBE8D584D3...

Name Scott Beecher

Title President

Date 9/29/2021

DocuSign Envelope ID: C8098C1F-0BF8-444B-8275-38DBF39B20BB

Attachment A - Formal Notice of Assignment

DocuSign Envelope ID: C8098C1F-0BF8-444B-8275-38DBF39B20BB

Maintainer

Crafting a Legacy of Premium Truck Bodies

September 7, 2021

Houston-Galveston Area Council.
PO Box 22777
Houston, TX 77227

TO: Whom it May Concern
RE: Notice of Assignment, Maintainer Custom Bodies

This letter is to certify that in January 2021, Ward Apparatus acquired Maintainer Custom Bodies, a business segment of Maintainer Corporation of Iowa. All contracts/accounts should now be assigned to Ward Apparatus.

Please feel free to reach out with any questions or concerns.

Sincerely,

Shelley Morris, President
Maintainer Corporation of Iowa
(712) 324-8125
smorris@maintainer.com

Scott Beecher, President
Ward Apparatus
(607) 796-0149
scott.beecher@warddiesel.com

Scott Beecher, President
Ward Apparatus

DocuSign Envelope ID: 0F44F34E-C884-476C-960E-B395109C539C

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Maintainer Corporation of Iowa, Inc., hereinafter referred to as the Contractor, having its principal place of business at 1701 South Second Avenue, Sheldon, IA 51201.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

DocuSign Envelope ID: 0F44F34E-C884-476C-960E-B395109C539C

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Dec 01 2019 and ends Nov 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

DocuSign Envelope ID: 0F44F34E-C884-476C-960E-B395109C539C

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*
   H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

   The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.
B. *Default*

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H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

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applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the 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 (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

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END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Maintainer Corporation of Iowa, Inc.

Signature DocuSigned by: Shelley Morris 9584AD0BE4CF439...

Name Shelley Morris

Title President

Date 11/13/2019

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 11/13/2019

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

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benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

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Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

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Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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	Attachment A	
	Maintainer Corporation of Iowa, Inc.	
	Fire Service Apparatus (All Types)	
	Contract No. FS12-19	
Q. Maintainer Custom Bodies, Inc. (MCB)		
****These units can only be sold outside Texas****		
B. Wildland Fire Apparatus		
FS19QB01	Spitfire Series, Quick Attack, 300-Gallon Tank & CET Honda Pump, 9' All Aluminum Body on Ford F550 Diesel, 2-Door, 4X4 Chassis	$127,348.40
FS19QB02	Spitfire Series, Quick Attack, 300-Gallon Tank & CET Honda Pump, 9' All Aluminum Body on Ram 5500 Diesel, 2-Door, 4X4 Chassis	$128,647.40
FS19QB03	Spitfire Series, Quick Attack, 300-Gallon Tank & CET Honda Pump, 9' All Aluminum Body on Chevrolet MD Diesel, 2-Door, 4X4 Chassis	$130,280.40
FS19QB04	Responder Series, Quick Attack Urban Interface, 300-Gallon Tank & CET Honda Pump, 10' All Aluminum Body on Ford F550 Diesel, 2-Door, 4X4 Chassis	$155,272.00
FS19QB05	Responder Series, Quick Attack Urban Interface, 300-Gallon Tank & CET Honda Pump, 10' All Aluminum Body on Ram 5500 Diesel, 2-Door, 4X4 Chassis	$156,571.00
FS19QB06	Responder Series, Quick Attack Urban Interface, 300-Gallon Tank & CET Honda Pump, 10' All Aluminum Body on Chevrolet MD Diesel, 2-Door, 4X4 Chassis	$158,204.00
D. Special Service Apparatus (Walk-In Bodies) Multi-use: Rescue, RE-Hab, Hazmat, Mobile Command Center		
FS19QD01	MCB Responder Super Squad Series, 9' All Aluminum Walk-Around Squad on Ford F350 Diesel, Super Cab, 4X4 Chassis	$104,457.00
FS19QD02	MCB Responder Series 10' All Aluminum Walk-Around Rescue on Ford F450 Diesel, 4-Door, 4X4 Chassis	$113,398.87
FS19QD03	MCB Responder Series 10' All Aluminum Walk-Around Rescue on Dodge RAM 5500 Diesel, 4-Door, 4X4 Chassis	$116,696.87
FS19QD04	MCB Responder Series 10' All Aluminum Walk-Around Rescue on Chevrolet MD Diesel, 4-Door, 4X4 Chassis	$118,329.87
FS19QD05	MCB Responder Series 12' All Aluminum Walk-around Rescue on Ford F550 Diesel, 4-Door, 4X4 Chassis	$135,950.00
FS19QD06	MCB Responder Series 12' All Aluminum Walk-Around Rescue on Ram 5500 Diesel, 4-Door, 4X4 Chassis	$137,249.00
FS19QD07	MCB Responder Series 12' All Aluminum Walk-Around Rescue on Chevrolet MD Diesel, 4-Door, 4X4 Chassis	$138,882.00
FS19QD08	MCB Responder Series 15' All Aluminum Walk-Around Rescue on Ford F550 Diesel, 2-Door, 4X4 Chassis	$139,677.00
FS19QD09	MCB Responder Series 15' All Aluminum Walk-Around Rescue on Ram 5500 Diesel, 2-Door, 4X4 Chassis	$140,976.00
FS19QD10	MCB Responder Series 15' All Aluminum Walk-Around Rescue on Chevrolet MD Diesel, 2-Door, 4X4 Chassis	$142,609.00
FS19QD11	MCB Responder Series 15' Forward Crew Walk-In Rescue on Ford F550 Diesel, 2-Door, 4X2 Chassis	$143,405.00
FS19QD12	MCB Responder Series 15' Forward Crew Walk-In Rescue on Ram 5500 4x2 Diesel, 2-Door, 4X4 Chassis	$144,704.00
FS19QD13	MCB Responder Series 15' Forward Crew Walk-In Rescue on Chevrolet MD Diesel, 2-Door, 4X4 Chassis	$146,337.00
FS19QD14	MCB Responder Series 18' All Aluminum Walk-Around Rescue on International MV607, 2-Door, 4X2 Chassis	$199,938.00
FS19QD15	MCB Responder Series 18' All Aluminum Walk-Around Rescue on Freightliner M2-106, 2-Door, 4X2 Chassis	$207,920.00
FS19QD16	MCB Responder Series 20' All Aluminum Walk-Around Rescue on International MV607, 2-Door, 4X2 Chassis	$204,938.00

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FS19QD17	MCB Responder Series 20' All Aluminum Walk-Around Rescue on Freightliner M2-106, 2-Door, 4X2 Chassis	$212,920.00
FS19QD18	MCB Responder Series 22' All Aluminum Walk-Around Rescue on International MV607, 2-Door, 4X2 Chassis	$209,938.00
FS19QD19	MCB Responder Series 22' All Aluminum Walk-Around Rescue on Freightliner M2-106, 2-Door, 4X2 Chassis	$217,920.00
FS19QD20	MCB Responder Series 24' All Aluminum Walk-Around Rescue on International MV607, 2-Door, 4X2 Chassis	$214,938.00
FS19QD21	MCB Responder Series 24' All Aluminum Walk-Around Rescue on Freightliner M2-106, 2-Door, 4X2 Chassis	$222,920.00

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that H-GAC or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:
Scott Kearney, Chief Technology Officer

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Renew the City's current Voice-Over-Internet Protocol (VoIP) telephone service contract with C Spire Business Solutions dated April 24, 2018, for a period of three years with the option to renew for an additional subsequent three-year period.

Amount of Contract:
$900,000

Effective Date of Contract:
4/24/2023

Renewal Date of Contract:
4/24/2026

Funding Source

Project #	**Discretionary Funds**
Project String 10049000.46060	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	1/30/2023
Resolution Draft	Resolution Letter	1/30/2023
Service Agreement	Backup Material	1/30/2023
documentation	Cover Memo	2/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
MIT	Kearney, Scott	Approved	1/30/2023 - 3:28 PM
Budget	Holt, Robert	Approved	1/31/2023 - 6:46 PM
Legal	Kern, Chris	Approved	2/2/2023 - 2:24 PM
Legal	Kern, Chris	Approved	2/16/2023 - 3:25 PM
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 2:04 PM

January 30, 2023

Re: C Spire VOIP Service Renewal

I am requesting that the City's current Voice-Over-Internet Protocol (VoIP) telephone service contract with C Spire Business Solutions dated April 24, 2018, be renewed for a period of three years with the option to renew for an additional subsequent three year period.

C Spire's internet and telephone services are adequate and reliable, and their support service is very responsive. Pricing will remain the same.

Scott Kearney

Chief Technology Officer

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, the renewal of a contract dated April 24, 2018, by and between the City of Mobile and Telepak Networks, Inc., doing business as C Spire Business Solutions, for Voice-Over-Internet Protocol telephone service and support, for a renewal period of three years, with the option to renew for an additional subsequent three year period without requirement for further Council approval. Such renewal is attached hereto and made a part hereof as though set forth in full. A copy of said contract renewal is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

21-277

2018

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Telepak Networks, Inc., doing business as C Spire Business Solutions, for a period to begin on or about May 1, 2018, for period of five years, for Voice-Over-Internet Protocol telephone service and support, 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: 04-24-18

City Clerk

VoIP Service Level Agreement

This VoIP Service Level Agreement is entered into by and between Telepak Networks, Inc. ("C Spire") and City of Mobile ("Customer") on this the 24th day of April 2018. C Spire and Customer are sometimes collectively referred to herein as the "Parties" and individually as a "Party." "Customer" is City of Mobile

Recitals

WHEREAS, on the _____day of_____, 2018, the Parties entered into a Telecommunications Services Agreement (the "Agreement") whereby C Spire will provide to Customer Voice over Internet Protocol ("VoIP") services (the "Services") over Customer's broadband connection provided by a third party ("Broadband"); and

WHEREAS, the Parties have agreed that Customer shall be entitled to certain remedies in the event of excessive outages of the Services.

NOW THEREFORE, premises considered and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Service Outage Credits. No credit shall be given for a Service Outage of less than thirty (30) minutes. In the event of a Service Outage lasting more than thirty (30) minutes, C Spire will issue a credit to Customer at the rate of 1/1440 of the monthly recurring charge ("MRC") applicable to the Service which is subject to the Service Outage for each half hour or major fraction thereof that the Service Outage continues. In no calendar month shall credits for Service Outages exceed one hundred percent (100%) of the MRC for the applicable Service.

2. In the event the Services experience a Major Outage (as hereinafter defined) during the Applicable Term (as defined in the Agreement), then in addition to any other remedies Customer may have under the Agreement, C Spire agrees that Customer may terminate the Agreement without any further liability to C Spire.

3. An "Outage" shall mean that the VoIP Services are not functioning, i.e. incapable of transmitting voice calls. The following shall be classified as "Major Outages" for the purpose of this Service Level Agreement:

(a) A Service Outage lasting one (1) entire day (from the hours of 7:00 a.m. to 5:00 p.m. CST) for all of Customer's locations during any six (6) month period during the Applicable Term and which is caused by C Spire's VoIP equipment or C Spire's network.

(b) A Service Outage lasting two (2) entire days (from the hours of 7:00 a.m. to 5:00 p.m. CST) for any one (1) of Customer's locations during any six (6) month period

during the Applicable Term and which is caused by C Spire's VoIP equipment or C Spire's network.

(c) Total Service Outages of sixteen (16) hours or more during any one (1) day (from the hours of 7:00 a.m. to 5:00 p.m. CS) at one or more Customer locations on the same day during the Applicable Term and which is caused by C Spire's VoIP equipment or C Spire's network. For example, four (4) different physical locations experience Service Outages of five (5) hours each during the same day and the total Outage would be twenty (20) hours.

4. An Outage shall be determined based on the time the Service Outage was reported to C Spire's Network Operations Center by Customer at the number set forth below as evidenced in C Spire's trouble ticket system. The Outage shall end when the Service Outage is remedied as indicated in C Spire's trouble ticket system.

5. Outages to Customer's VoIP Service caused by failures in its Broadband service, issues with the Internet, Customer's equipment, third party equipment or services, and any other items not within the control of C Spire shall not be classified as "Outages" under the terms of this Agreement.

6. If Customer reports a Service Outage but declines to release the Service for testing and repair, or refuses access to its premises for testing and repair by C Spire, then no credit will be given for an Outage.

7. No credit will be given for any Service Outage:

(a) Due to acts or omissions of Customer, its affiliates, or the employees or contractors of either of them;

(b) For services not provided by C Spire;

(c) During any period in which C Spire is not given full and free access to its facilities and equipment for the purposes of investigating and correcting Service Outages;

(d) If Customer continues to voluntarily make use of such Service, in which case a Service Outage will not be deemed to have occurred; or

(e) That occurs or continues due to Customer's failure to authorize replacement of any equipment.

8. The credits and other remedies provided herein are Customer's sole remedies for Service Outages provided by C Spire. C Spire shall have no liability of any kind to any

third party users of the Services or customers of Customer.

9. Maintenance.

(a) Planned Service Outages. Planned Service Outages will only be performed during the hours of 12:00 a.m. to 6:00 a.m. central standard time unless otherwise agreed by the Parties. C Spire will notify Customer no less than ten (10) business days prior to any Planned Service Outage. No credits are provided for Planned Service Outages.

(b) Exceptions. Any Planned Service Outage that starts before or ends after the above stated times or any agreed upon times shall be considered an unplanned Service Outage for the time outside of the agreed upon Planned Service Outage period.

10. Network Monitoring and Trouble Reporting.

(a) System Monitoring and Trouble Reporting. C Spire will monitor Services provided to Customer 24 hours a day, 7 days a week, 365 days a year. C Spire will establish a process with Customer to accept reports relating to repair or maintenance associated with Services provided by C Spire to Customer. C Spire will maintain a 24 hours a day, 7 days a week point-of-contact for Customer to report Service troubles. The telephone number for C Spire's Network Operations Center is 1-601-487-7399. Customer will maintain a 24 hours a day, 7 days a week point-of-contact for C Spire to report Service troubles. The telephone number for Customer is 251-208-7830 and the email address is sue@CityofMobile.org

(b) Response to Service Calls. C Spire will each respond to Service calls initiated by Customer. C Spire will pass through to Customer any service charges it is billed for third party providers to respond to Service calls where no trouble is found.

11. Miscellaneous.

(a) Notices. Notices to be given in connection with this Agreement shall be in writing and delivered personally, by email (with confirmed receipt), by facsimile, by professional courier, or by certified, registered, or express U.S. Mail, postage prepaid, return receipt requested to the respective addresses set forth herein (or at such other addresses as shall be given in writing by either Party to the other). All notices shall be effective upon receipt.

If to C Spire:
Telepak Networks, Inc.
Attn: Allen McIntosh-SVP, Enterprise Markets, Network Operations
1018 Highland Colony Parkway, Suite 500
Ridgeland, MS 39157
Telephone: 601-487-7505
Email: amcintosh@cspire.com

If to Customer: City of Mobile, MIT Department
P.O. Box 1827
Mobile AL 36633
251-208-7830

(b) Confidentiality. This Agreement and its terms is confidential information of the Parties and neither Party shall disclose it to any third parties without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may disclose, without consent, this Agreement to its attorneys, accountants, employees, directors, shareholders, lenders, and to the extent required by a valid subpoena or order of a court or other governmental body or any political subdivision thereof. In the event a Party is

required to disclose this Agreement pursuant to a valid order or subpoena of a court or other governmental body or any political subdivision thereof, such party shall first give notice to the other Party and afford the other Party a reasonable opportunity to interpose an objection or to otherwise obtain a protective order regarding the confidential information. In any event, except to the extent disclosure is legally required, the confidential information so disclosed shall remain confidential information subject to protection under this Section for all other purposes. This provision shall survive termination of this Agreement. The Parties acknowledge and agree that this subsection (b) shall be subject to the Alabama Open Records Act.

(c) Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws and regulations.

(d) Survival of Obligations. The respective obligations of the P arties under this Agreement that by their nature would continue beyond the termination, cancellation, or expiration, shall survive any termination, cancellation, or expiration, including, but not limited to, obligations to indemnify and maintain confidentiality.

(e) Headings. The headings of the sections of this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) Severability. In the event any terms and conditions of this Agreement shall be deemed invalid by any court of competent jurisdiction, such terms shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

(g) No Waiver. No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision and all terms shall remain in full force and effect.

(h) Governing Law & Statutes of Limitation. This Agreement shall be governed by and construed under the laws of the State of Alabama, without regard to its conflict of laws principles. The parties agree that the exclusive venue for any and all disputes, claims or actions in relating hereto or arising hereunder shall be the Circuit Court of Mobile County, Alabama or the United States District Court for the Southern District of Alabama, Southern Division.

(i) Entire Agreement. This Agreement along with the TSA for Services embodies the entire Agreement between the Parties hereto. Any amendments hereto must be made in writing and signed by both Parties.

(j) Counterparts. This Agreement may be executed in counterparts each of which together shall constitute one original instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereby execute this Agreement effective as of the Effective Date.

C SPIRE

TELEPAK NETWORKS, INC.

By: _____

Name: Allen McIntosh

Title: SVP Enterprise Ops

CUSTOMER

City of Mobile

[print legal name of entity]

By: _____

Name: William S. Stimpson

Title: Mayor

ATTEST: _____
Asst. City Clerk

SCOPE OF WORK

The vendor, C Spire agrees to adhere to their response to the City of Mobile's Request for Proposals (RFP Number: 2018-001), dated January 23, 2018, including the following supplemental document shown here as "Attachment A - Installation Services" and the following supplemental document also included as "Attachment B - Revised City of Mobile Pricing Matrix".

ATTACHMENT "A":

INSTALLATION SERVICES

The vendor shall offer an end-to-end solution that includes all aspects of a successful hosted VoIP installation and service launch, including all hardware required for the project, installation of all services and equipment, all user and administrator training, ongoing hardware and firmware maintenance, and support (including on-site support as necessary) as outlined below;

1. Planning, design and overall project coordination of all entities.

2. Configuration, programming and installation of all VoIP telephone sets and analog telephone adapters (ATA) or other equipment providing analog port services. This includes the connection of all VoIP telephone sets to the existing data network and the installation and connection of all analog port devices to the data network and in-house station wiring and/or end-point devices.

3. Coordination with the City and each of the sites of the final configuration of all VoIP telephones sets and analog port equipment and hosted VoIP system operation, including but not limited to programmable feature keys, speed dial list, calling groups, call coverage patterns, hunt groups , call pickup groups, call coverage paths, etc. All VoIP telephone sets are to be installed, connected to the data network, and programmed as per each user's requirements with all requested features, feature buttons, line appearances, cover path, call pickup groups, speed dial buttons or other available features.

4. **Analog Telephone Adapters** (ATAs) or other devices used for the delivery of analog port services are included at no charge and shall be configured and installed, connected to the existing data-network and connected to the analog end-point device or connected to the building's station wiring serving that analog end-point device. (i.e. *Individual ATA devices* shall be connected to the end-point analog fax machine it serves; or *a multi-port ATA device*

shall be installed at a building's telecommunications backboard and connected to the building's station wiring serving individual fax machines or other analog end-point devices.

5. **VoIP Telephone Sets:** The standard telephone set selected by the City for the majority of users shall be the latest version of the Polycom VVX411. The vendor shall make available other models of Polycom sets, conference phones, expansion modules, etc. and include purchase and lease/purchase pricing of each in the pricing matrix included as an attachment in this document. All VoIP equipment under a lease or rental plan will be covered by the vendor's hardware maintenance during the term of the lease. All VoIP equipment will automatically be maintained with latest available firmware available. The vendor will offer the City a one-dollar ($1.00) buy-out option at the end of the 5-year term for all VoIP equipment under lease.

6. **Billing Account:** Setup of City of Mobile main billing account, to include monthly departmental billing for each City department to show department name and budget codes with detailed and itemized billing containing all charges by extension name and number. Itemized charges shall include all applicable taxes and fees and other charges to each department.

7. **Call Centers:** Setup and programming of all call centers such as the Mobile 311 Call Center, including all special features required including hunt groups, call recording and voice messaging services such as auto-attendants, line recording and line recording announcement, after hours and holiday automated message greetings, and integration with the City's existing call center recording and agent evaluation system.

8. The vendor will be responsible for contacting each location, as required, to perform a site assessment including data gathering (including numbers to be ported, location of handsets, line hunting and other setup requirements), coordinate the deployment and configuration of handsets, identify and train staff on the use of the solution.

9. C-Spire shall provide a dedicated project manager for project planning and deployment and a dedicated account manager for the City contract.

ATTACHMENT "B" :

REVISED CITY OF MOBILE PRICING MATRIX

City of Mobile Pricing Matrix for 60 Months and following 36 month extensions - RENTAL OPTION

Manually Change Quantities for Totals

IPV Complete	Complete Package with Unlimited Feature Set	0	$ 8.99	$ 0.82	$ 0.11	$ 1.75	$ -	$ 0.15	$ -
VVX 411 Rental	Color, Midrange Media Phone		$ 3.00	$ -	$ -	$ -	$ -	$ -	$ -
VVX 500 Rental	Performance Based Touch Display		$ 4.50	$ -	$ -	$ -	$ -	$ -	$ -
VVX 600 Rental	Premium Touch Display Media Phone		$ 4.50	$ -	$ -	$ -	$ -	$ -	$ -
UNIFI	Unified Communications (Soft Phone)		$ 2.00	$ -	$ -	$ -	$ -	$ -	$ -
Analog (POTS)	Long Distance $.04/min		$ 49.99	$ 0.82	$ 0.11	$ 1.75	$ -	$ 0.15	$ -
Analog (SIP)	Unlimited Long Distance		$ 9.00	$ -	$ -	$ -	$ 1.13	$ -	$ -
Email Fax	Inbound and Outbound Email Delivery of Faxes		$ 14.99	$ -	$ -	$ -	$ -	$ -	$ -
Auto Attendant	Tree for Inbound Calls		$ 11.99	$ -	$ -	$ -	$ -	$ -	$ -
Virtual Extension	Virtual Extension for Voice		$ 2.99	$ -	$ -	$ -	$ -	$ -	$ -
DID	Direct Inward Dial		$ 0.06	$ -	$ -	$ -	$ -	$ -	$ -
Conference Manager	Bridge Number, 20 Ports, Moderator		$ 7.50	$ -	$ -	$ -	$ -	$ -	$ -
Call Queue	Simple Queueing of Inbound calls		$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -
Agent	Agent License for Call Queue		$ 3.00	$ -	$ -	$ -	$ -	$ -	$ -
Supervisor	Supervisor License for Call Queue		$ 3.00	$ -	$ -	$ -	$ -	$ -	$ -
Sip Premise Based	Overhead Paging Line		$ 5.99	$ -	$ -	$ -	$ -	$ -	$ -
Toll Free Line	LD Billed at $.04/Minute		$ 2.00	$ -	$ -	$ -	$ 0.25	$ -	$ -
IP Voice Conference	Conference Line	0	$ 2.99	$ 0.82	$ 0.11	$ 1.75	$ -	$ 0.15	$ -
Sound Station 5000 Rental	Small Room Conference Phone		$ 6.00	$ -	$ -	$ -	$ -	$ -	$ -
Sound Station 6000 Rental	Medium Room Conference Phone		$ 7.50	$ -	$ -	$ -	$ -	$ -	$ -
Sound Station 7000 Rental	Large Room Conference Phone		$ 9.00	$ -	$ -	$ -	$ -	$ -	$ -
Extension Microphones Rental	Microphones to Extend Voice Reception		$ 4.50	$ -	$ -	$ -	$ -	$ -	$ -
Call Detail Reporting	Web Portal-1 Needed for The City		$ 75.00	$ -	$ -	$ -	$ -	$ -	$ -
Receptionist Console	Desktop Client to Manage Incoming Calls		$ 22.50	$ -	$ -	$ -	$ -	$ -	$ -
Expansion Module Rental	Side Car to VVX Business Media Phone		$ 3.00	$ -	$ -	$ -	$ -	$ -	$ -
VVX Camera Rental	USB Camera for VVX 500 or VVX 600		$ 2.00	$ -	$ -	$ -	$ -	$ -	$ -
Remote Call Forwarding	Unlimited Long Distance Included		$ 20.00	$ -	$ -	$ -	$ 2.50	$ -	$ -
Call Recording	Inbound/Outbound Call Recording (Per User)		$ 4.00	$ -	$ -	$ -	$ -	$ -	$ -
POE Switch (GB) Rental	Power-Over-Ethernet Switch (GB)		$ 20.00	$ -	$ -	$ -	$ -	$ -	$ -
Install / Training	Full Service Delivery by C Spire Employees		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Post Install Support / Maintenance	24/7/365 Support		$ -	$ -	$ -	$ -	$ -	$ -	$ -
								Totals	$ -

Examples

Employee needs VVX 411 model phone only	IP Voice Complete ($8.99) + VVX 411 rental ($3.00)=$11.99 total plus taxes/fees
Employee wants softphone option only	IP Voice Complete ($8.99) + UNIFI ($2.00)=$10.99 total plus taxes/fees
Employee needs VVX 600 model phone and softphone	IP Voice Complete ($8.99) + VVX 600 rental ($4.50) + UNIFI ($2.00)=$15.49 total plus taxes/fees
Conference phone line with a Soundstation 6000	IP Voice Conference ($2.99) + Sound Station 6000 Rental ($7.50)=$10.49 total plus taxes/fees

If City of Mobile purchases the equipment, then the rentals are not needed.

City Mobile Pricing Matrix for 60 Months and following 36 month extensions - PURCHASE OPTION

Manually Change Quantities for Totals

$ -	IPV Complete	Complete Package with Unlimited Feature Set	0	$ 8.99	$ 0.82	$ 0.11	$ 1.75	$ -	$ 0.15	$ -	$ -
$ 160.00	VVX 411 Purchase	Color, Midrange Media Phone		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 200.00	VVX 500 Purchase	Performance Based Touch Display		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 240.00	VVX 600 Purchase	Premium Touch Display Media Phone		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	UNIFI	Unified Communications (Soft Phone)		$ 2.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Analog (POTS)	Long Distance $.04/min		$ 49.99	$ 0.82	$ 0.11	$ 1.75	$ -	$ 0.15	$ -	$ -
$ -	Analog (SIP)	Unlimited Long Distance		$ 9.00	$ -	$ -	$ -	$ 1.13	$ -	$ -	$ -
$ -	Email Fax	Inbound and Outbound Email Delivery of Faxes		$ 14.99	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Auto Attendant	Tree for Inbound Calls		$ 11.99	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Virtual Extension	Virtual Extension for Voice		$ 2.99	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	DID	Direct Inward Dial		$ 0.06	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Conference Manager	Bridge Number, 20 Ports, Moderator		$ 7.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Call Queue	Simple Queueing of Inbound calls		$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Agent	Agent License for Call Queue		$ 3.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Supervisor	Supervisor License for Call Queue		$ 3.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Sip Premise Based	Overhead Paging Line		$ 5.99	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Toll Free Line	LD Billed at $.04/Minute		$ 2.00	$ -	$ -	$ -	$ 0.25	$ -	$ -	$ -
$ -	IP Voice Conference	Conference Line	0	$ 2.99	$ 0.82	$ 0.11	$ 1.75	$ -	$ 0.15	$ -	$ -
$ 308.00	Sound Station 5000 Purchase	Small Room Conference Phone		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 448.00	Sound Station 6000 Purchase	Medium Room Conference Phone		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 620.00	Sound Station 7000 Purchase	Large Room Conference Phone		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 240.00	Extension Microphones Rental	Microphones to Extend Voice Reception		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Call Detail Reporting	Web Portal-1 Needed for The City		$ 75.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Receptionist Console	Desktop Client to Manage Incoming Calls		$ 22.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 148.00	Expansion Module Purchase	Side Car to VVX Business Media Phone		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 80.00	VVX Camera Purchase	USB Camera for VVX 500 or VVX 600		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Remote Call Forwarding	Unlimited Long Distance Included		$ 20.00	$ -	$ -	$ -	$ 2.50	$ -	$ -	$ -
$ -	Call Recording	Inbound/Outbound Call Recording (Per User)		$ 4.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	POE Switch (GB) Rental	Power-Over-Ethernet Switch (GB)		$ 20.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Install / Training	Full Service Delivery by C Spire Employees		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Post Install Support/Maintenance	24/7/365 Support		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
									Totals	$ -	$ -

Examples

Employee needs VVX 411 model phone only	After Purchase Price $160.00 - MRC - IP Voice Complete ($8.99) plus taxes/fees
Employee wants softphone option only	No Upfront Purchase -MRC - IP Voice Complete ($8.99) + UNIFI ($2.00)=$10.99 total plus taxes/fees
Employee needs VVX 600 model phone and softphone	After Purchase price $240.00 - MRC - IP Voice Complete ($8.99) + UNIFI ($2.00)=$10.99 total plus taxes/fees
Conference phone line with a Soundstation 6000	After purchase price $448.00 - MRC - IP Voice Conference ($2.99)=$2.99 total plus taxes/fees

If City of Mobile purchases the equipment, then the rentals are not needed.

Attachment C

Telecommunications Service Agreement

BILLING INFORMATION			
Customer Name		**Sales Representative**	**Proposal Reference**
CITY OF MOBILE		Robert Gibson	Q-21516
Billing Address		**Tax ID**	**Contract ID**
651 CHURCH ST		636001318	
City, State	**Zip Code**	**Billing Contact Phone**	
MOBILE, AL	366021603	(251) 208-7337	
Billing Contact Name		**Billing Contact E-mail**	
Ashley Todd		ashley.todd@cityofmobile.org	
Technical Contact		**Technical Contact Phone**	
Sue Farni		+1 251-208-7830	

I understand and agree that all Service(s) provided on Exhibit A are subject to the terms of the Company's current Acceptable Use Policy located at www.telepak.com, and such policy is incorporated by reference herein and I acknowledge having read such policy and accepted the terms of same. I agree that I will be responsible for any and all damages to or loss of equipment on my premises.

By signing below, I acknowledge that I have read, agree to, and accept the information listed above, below, and attached or incorporated herewith, including the terms and conditions stated herein and as referenced in the link below.

PERSONS AUTHORIZED TO MAKE CHANGES TO THIS ACCOUNT			
NAME (1)	**PHONE (1)**	**NAME (2)**	**PHONE (2)**
Mark Pearson	251-208-7065	Sue Farni	251-208-7830
NAME (3)	**PHONE (3)**	**NAME (4)**	**PHONE (4)**
Deirdra States	251-208-5001	Ben Durant	251-208-5825

Service Term	Term Acknowledgement (Initial)
60*	See attached VOIP Service Level Agreement

***Initial term is 60 months with the option to renew for two additional 36 month terms.**

Client Authorized Signature	Date
See attached City VOIP Service Level Agreement	See attached VOIP Service Level Agreement
Client Name	**Client Title**
City of Mobile	Executive Director, Info Technology

C Spire™ and C Spire Business Solutions™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire™ and C Spire Business Solutions™ brands. Affiliates include Telepak Networks, Inc., Callis Communications, Inc. and C Spire Advanced Data Solutions, LLC.

Site Review. Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approved by the parties.

Initial: See attached VOIP Service Level Agreement

Company is a Competitive Local Exchange provider in the states of Mississippi, Alabama, Tennessee, and Louisiana. Analog lines purchased from Company in said states are subject to the applicable state tariff as published online at www.cspire.com/tariff. In states outside of Mississippi, Alabama, Tennessee, and Louisiana, Company may, as a billing convenience to you, acquire and invoice to you analog lines from the local provider in the region. In such cases, Company is not the provider of services. Company renders this invoice service to you in your out-of-region offices to support consolidated billing for your convenience. Rates for analog lines fluctuate over time and are subject to change upon thirty (30) days' written notice to you.

Initial: See attached VOIP Service Level Agreement

Exhibit A – Product and Services*

651 Church Street, Mobile, AL 36602						
Item	**Description**	**Service Type**	**Quantity**	**Monthly Per Unit**	**Monthly**	**Upfront**
VoiP Plan + Phone	IP Voice Complete / VVX 410	New	1089	$12.00	$13,068.00	$0.00
SIP Trunk PBX - Unlimited LD	SIP with unlimited long distance	New	243	$9.00	$2,187.00	$0.00
				Location Totals:	$15,255.00	$0.00

Summary		
Location	**Monthly**	**Total Upfront**
651 Church Street, Mobile, AL 36602	$15,255.00	$0.00

All Locations Totals	Total Monthly	Total Upfront
	$15,255.00	$0.00

*The Service Fees are estimates only and are not final. Final pricing will be determined after site reviews by C Spire at each location with the City of Mobile to determine the City's final inventory of products and services at each location.

TELECOMMUNICATIONS SERVICE AGREEMENT

(MAY ALSO BE REFERRED TO AS "TERMS AND CONDITIONS" IN C SPIRE DOCUMENTS)

This Services Agreement ("Agreement") is entered into by and between Telepak Networks, Inc., a Mississippi corporation doing business as C Spire Business Solutions ("Company"), and the customer identified on the reverse hereof ("Customer"). Company agrees to provide and Customer agrees to purchase the Services described on the reverse hereof at the prices stated therein and on the term and conditions stated below, and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of Company's acceptance hereof, and shall be deemed dated the date accepted by Company, as indicated on the reverse hereof. The parties acknowledge and agree that this Agreement shall be subject to the VoIP Services Level Agreement attached hereto. Furthermore, the parties acknowledge and agree that this Agreement and the VoIP Services Level Agreement are subject to Company's response to the City of Mobile's Request for Proposals (RFP Number: 2018-001), dated January 23, 2018, and the attached Scope of Work and attachments thereto, to wit; "Attachment A - Installation Services" and "Attachment B - Revised City of Mobile Pricing Matrix".

I. TERMS APPLICABLE TO ALL SERVICES.

TERM OF SERVICE. The Service shall commence on the Service Commencement Date, which shall be the later of the Estimated Service Commencement date or the day immediately following the date on which Company notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated on the reverse hereof (the "Service Term"). Following the expiration of the Service Term, the City of Mobile will have the option to automatically renew for 36 months (each a "Renewal Term"), unless canceled by either party giving at least (60) days written notice of termination prior to the end of the Service Term or any Renewal Term. Following this initial renewal, they'll have one more option to again renew for another 36 months. The parties acknowledge and agree that the Estimated Service Commencement Date is an estimate and that Company shall not be liable to Customer in any way for failure to commence the Service before such date.

CHARGES AND PAYMENT. Except as otherwise provided in any Applicable Tariff, the monthly charge for each Service provided by Company during the Service Term shall be that charge stated on the reverse hereof, and the charges for each month's Service during the Renewal Term(s), if any, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Company's standard charge for the same or similar services ("Monthly Charge"). Company shall invoice Customer for Service on a monthly basis for the Monthly Charge and Customer's payment for each invoice shall be received by Company within forty-five (45) days of the invoice date ("Due Date"). All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first Monthly Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. If any invoice is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against Company because of the Service provided by Company to Customer, shall be charged to and paid by Customer in addition to the Monthly Charge.

APPLICABLE TARIFFS. This Agreement is subject to and controlled by the provisions of Company's lawfully filed and approved state and federal tariffs relating to the Services provided in this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Company's liability and disclaiming warranties ("Applicable Tariffs"), which are incorporated herein. All appropriate tariff rates and charges shall be included in the provision of the Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of the Applicable Tariffs.

EQUIPMENT. Customer premise equipment leased/furnished by Company (the "Equipment") remains the property of Company. In the event Company furnished Equipment cannot be recovered from Customer's site, then Customer will pay the Company its cost of purchasing the Equipment.

COMPLIANCE WITH LAWS; PAYMENT OF TAXES. Customer agrees to comply with all laws, regulations and orders relating to this Agreement and the use of the Services. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use, property, excise and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services. Any fees, taxes or other lawful charges paid by Company in connection with the Equipment or use thereof or provision of Service hereunder (exclusive of any taxes based on the net income of Company), shall become immediately due from Customer to Company. This provision shall survive the termination of this Agreement and the use of the Services pursuant hereto.

REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (a) terminate this Agreement; (b) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of this Agreement immediately due and payable; and/or (c) exercise any other right or remedy which may be available to it under applicable law. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

CREDIT INVESTIGATION. By execution of this Agreement, Customer authorizes Company to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other business, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Company from any and all claims arising against Company or its affiliates in connection with such investigation and agrees to indemnify and hold Company harmless from any and all liability, damages and costs, including attorneys' fees, arising in connection with such investigation. Customer acknowledges and agrees that Company may terminate this Agreement any time before the Service Commencement Date in the event Company determines in its sole discretion that Customer's creditworthiness is not

acceptable and that Customer cannot provide sufficient additional security to Company.

SITE REVIEW. Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approvedby both parties. Initial: _____

LAWFUL, NON FRAUDULENT USE OF SERVICE. You agree to use the Services only for lawful purposes. You will not use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that: (a) interferes with our ability to provide Service to you or other customers; or (b) avoids your obligation to pay for Services. If you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. While we encourage use of the Service within the United States to other countries, Company does not presently offer or support the Service to customers located in other countries. The Equipment is intended for use only in the United States. If you remove the Equipment to a country other than the United States and use the Service from there, you do so at your own risk including the risk that such activity violates the laws of the country where you do so. You are liable for any and all such use of the Service and/or Equipment by yourself or any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Company from any and all liability for any such use. Should removal of the Equipment from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold Company harmless from any and all liability associated with such violation. If Company determines that you are using the Service from outside the United States, Company reserves the right to terminate your Service immediately and without advance notice, leaving you liable for all outstanding charges, all of which shall be immediately due and payable.

OWNERSHIP AND RISK OF LOSS. You bear all risk of loss of, theft of, casualty to, or damage to the Equipment, from the time it is shipped or delivered to you, if you purchase or lease Equipment from Company.

PROHIBITED USES OF THE SERVICE. You are prohibited from reselling or transferring the Service or Equipment to any other person for any purpose, without the express prior written consent of Company. In addition, you are prohibited from using the Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if Company determines, in its sole discretion, that you are reselling or transferring the Service, then the Company reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred.

You agree to use the Service and Equipment only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when the transmission, receipt or possession of such communication or material (a) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or internal law, or (b) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. Company reserves the right to terminate your Service immediately and without advance notice if you have violated the above restrictions, leaving you responsible for all unbilled charges plus a disconnect fee, all of which shall become immediately due and payable. You are liable for any and all use of the Service and Equipment by yourself and any other person making use of the Service and Equipment and you agree to hold Company harmless from and against any and all liability associated with such use.

NETWORK MANAGEMENT. Company uses reasonable network management practices to protect the network from harmful elements such as viruses, malicious internet traffic and spam, to ensure Customer compliance with this Agreement, and to avoid network congestion in order for Company to provide the best possible service for the most customers. We may, among other things and without advance notice, prioritize the usage of those a small percentage of customers who use the highest amount of data below that of other customers during "peak times" or locations experiencing network congestion. Company's network management practices change frequently due to the evolving nature of Internet, and may be viewed on the Network Management Policy located on cspire.com. in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents, and material s provided to you (either personally or via Company's website(s)), are protected by trademark, copyright, patent, and other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively the "Marks") of Company are and shall remain the exclusive property of Company and nothing in this Agreement shall grant you the right or license to use any of such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modifications thereto) strictly in accordance with this Agreement. If you decide to use the Services through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use the interface device with the Service and you will indemnify and hold harmless Company from and against any and all liabilities arising out of your use of such interface device with the Services. You shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the firmware or software.

TAMPERING WITH SERVICE OR EQUIPMENT. Equipment purchased/leased from Company will be configured for your exclusive use of the Service purchased on the broadband connection designated by Company. Unless expressly authorized by Company you shall not tamper with the Equipment or modify its configuration. You agree not to change the electronic serial number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Company. Company reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for all applicable charges. You agree not to hack or disrupt the Service or to make any use of the Service which is inconsistent with its intended purpose.

CANCELLATION OF SERVICE. Company reserves the right to discontinue Service immediately and without advance notice if such action is necessary to prevent or protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if: (a) you refuse to furnish information or furnish false information that is essential for billing, or pertains

for your creditworthiness or your use of the Service; (b) you indicate that you will not comply with a request for security for the payment of Services; (c) your Service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or fraud; (d) you have been given notice by Company of any past due amount and such amount remains unpaid, in whole or in part; (e) you refuse to pay when billed for Service; (f) you use, or attempt to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use Service by rearranging, tampering with, or making connections to Service in an unauthorized manner, or using fraudulent means or devices; or (g) you act in a manner that is threatening, obscene, or harassing to Company personnel. The discontinuance of Service by Company does not relieve you of any obligation to pay Company for charges due and owing for Services furnished up to the time of cancellation.

TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT COMPANY IS NOT RESPONSIBLE FOR ANY THIRD PARTY CLAIMS THAT ARISE FROM YOUR USE OF THE SERVICES OR THE EQUIPMENT.

LIMITATION OF LIABILITY. COMPANY'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF COMPANY RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY COMPANY'S INTENTIONAL MISCONDUCT OR RECKLESSNESS, EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF COMPANY'S INTENTIONAL OR WILLFUL MISCONDUCT. YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. COMPANY AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT. Company will not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following: (a) acts or omissions of an underlying carrier, service provider, vendor or other third party; (b) Equipment, network, or facility failure; (c) Equipment, network, or facility upgrade or modification; (d) force majeure events such as, but not limited to, acts of god, hurricane, fire, war, acts of terrorism, and government actions; (e) Service, Equipment, network, or facility failure caused by loss of power to you; (f) outage of your broadband service provider; (g) your acts or omissions or the acts or omissions of any person using the Service or Equipment provided to you; or (h) any other cause that is beyond Company's control including, but not limited to, failure of or defect in any Equipment, the inability of Service connections to be completed, or the degradation of Service quality which are beyond Company's control. With respect to copper-based internet services, copper-based internet relies on copper availability from a third party. If copper availability from a third party should cease, C Spire reserves the right to terminate Customer's internet service by providing Customer sixty (60) days written notice of termination. Furthermore, Company will not be liable to you or others for any damages arising from the content of any data transmission, communication, or message transmitted or received by you, or losses resulting from any goods or service purchased or messages received or transactions entered into through the Service.

To the fullest extent allowed by law, Company's aggregate liability for: (i) any failure or mistake, (ii) any claim with respect to Company's performance or nonperformance hereunder, or (iii) any act or omission of Company hereunder, shall in no event exceed the charges for the Service for the affected time period.

NO WARRANTIES ON SERVICE. TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

NO WARRANTIES OR LIMITED WARRANTIES ON EQUIPMENT. If you received Equipment from Company and the Equipment included a limited warranty from the manufacturer at the time of receipt, you must refer to the separate limited warranty document provided with the Equipment for information about such warranty. You acknowledge that Company is not the manufacturer of the Equipment and you agree to look solely to the manufacture for any remedies associated with the malfunction of the Equipment. Company makes no warranties of any kind, express or implied, in connection with the Equipment.

ASSIGNMENT. Niether party shall assign this Agreement or its rights hereunder without the written consent of the other party to such assignment. Any such transfer without such consent is void.

MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision. Time is of the essence with respect to this Agreement. Customer agrees that the Services and Equipment will be used primarily for public purposes as specified herein, and that it will not be used primarily

for personal, family or household use. Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and/or the Equipment and the rights of Company to take action necessary to remain in compliance with any applicable tariff or license, including its right to retake possession of or disable the Equipment, all as more particularly set for herein, shall survive the termination of this Agreement and discontinuation of the Service.

GOVERNING LAW. This Agreement shall be binding when accepted in writing by Company and shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles. The parties agree that the Circuit Court of Mobile County, Alabama or the United States District Court for the Southern District of Alabama, Southern Division, shall be the exclusive venue for any and all disputes, claims, or actions relating to or in any manner arising from this Agreement

ENTIRE AGREEMENT; MODIFICATION. Subject to any Applicable Tariff, this Agreement correctly set forth the entire agreement between Company and Customer with respect to the Services by Company to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control. This Agreement may be modified or amended only in writing signed by both parties.

I. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF VOIP SERVICES.

911 SERVICES. The 911 emergency service provided in connection with Company's VoIP Service is different from traditional 911 service. When you dial 911 on your phone using Company's VoIP Service, your call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address you listed at the time you registered for the Service or other back-up emergency answering services. Company relies on third parties for the forwarding of information underlying such routing, and accordingly Company and its third party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition the 911 emergency service available in connection with VoIP Service is only available at the street address registered with Company for the particular area code and phone number. You acknowledge and agree that 911-type services shall only be available at the physical street address associated with the particular area code and phone number assigned to you. You further acknowledge and agree that 911-type services will not be available to a particular customer and neither Company nor its underlying service providers shall have any liability to you or any third party for failure to provide 911 services to you in the event of the assignment of an area code and phone number to you located outside of the exchange area associated with your street address or relocation of the telephone device to a location other than your physical street address as registered with Company.

IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOUR EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. When activating Service you must provide the actual physical street address where Equipment will be located, not a post office box, mail drop, or similar address. You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Equipment to a different street address. Any change in the Equipment's physical address must be coordinated with Company for the Service and 911 to work properly.

YOU ACKNOWLEDGE AND ACCEPT THAT 911 SERVICE WILL NOT FUNCTION IF YOUR VOIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE THE SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICE INCLUDING FOR 911 DIALING PURPOSES.

911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. YOU ACKNOWLEDGE AND UNDERSTAND SUCH LIMITATIONS AND AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOUR OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO, MISROUTES RESULTING FROM YOUR PROVISION TO CO MPANY OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR

CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF COMPANY.

PRIVACY AND SECURITY. VoIP Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Company cannot guarantee that VoIP Service is private and secure. Company is not liable for any lack of privacy or security that you may experience with regard to the Service. You are responsible for taking precautions and providing security that best suits your intended use of the Service.

LOSS OF SERVICE. You acknowledge and understand that Service does not function in the event of a power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Company) and that, accordingly, in the event of an outage of, or termination of Service with or by, your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or Company terminate the Service in accordance with is Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require you to reset or reconfigure Equipment prior to utilizing the Service. Should Company suspend or terminate your Service, the Service will not function until Company restores your Service (which may require the payment of all invoices and reconnection fees owed by you to cure any breach of this Agreement by you).

SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT. All non-voice communications equipment including, but not limited to, security systems that are set up to make automatic phone calls and medical monitoring devices are not compatible with Company's VoIP Service, and fax machines and modems may not be compatible with Company's VoIP Service. By accepting this Agreement you waive any claim against Company for interference with or disruption of suc h systems due to the Service.

EQUIPMENT. Customer understands and acknowledges that, for Company to provide the Services, the Customer must have a broadband service connection and Voice Over IP ("VoIP") Equipment. Customer acknowledges that the foregoing minimum requirements are subject to change depending upon the specific installation environment provided by Customer, and Company makes no representation or warranty that additional VoIP Equipment will not be needed. Customer agrees to purchase, provide and maintain in good working condition and repair, at Customer's sole cost and expense, the minimum requirements for each Service provided by Company. Company may, at Customer's request, install the Equipment at the Origination and Termination Locations. If Customer is not purchasing or leasing the VoIP Equipment from Company, then Company must certify and approve whether or not the Customer provided VoIP Equipment will work in conjunction with the Service. If it does not, then Customer must purchase or lease VoIP Equipment from Company in order to receive the Service. Customer premise equipment leased/furnished by Company remains the property of Company. For Company-furnished customer premise equipment that cannot be recovered from Customer's site, Customer will pay Company the purchase price for such Customer premise equipment.

EXCESSIVE USAGE. If any Customers on a specific VoIP Service plan have usage exceeding by ten (10) times the average usage of all the customers on the same VoIP Service plan subscribing to the same number of lines, the Customer may be charged an additional fee of $50.00 per month per line.

PROHIBITED USES OF THE SERVICE. You are prohibited from using VoIP Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if you are reselling or transferring VoIP Service or that your VoIP Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, the Company reserves the right to immediately terminate your Vo IP Service without advance notice and to assess additional charges for each month in which the excessive usage occurred.

NO CREDIT ALLOWANCE FOR INTERRUPTION OF VOIP SERVICE. You acknowledge and agree that the Services are provided "as is." Credit allowances for interruption of VoIP Service shall not be provided.

II. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF FIREWALL SERVICES.

DEFINED TERMS. "Firewall Services" may include Services on Firewall Services Equipment shared by Customer with other custome rs of Company that: (i) establish a boundary for Customer's network by managing inbound and outbound data traffic between Customer's network and other networks to secure Customer's network from unwarranted data intrusions;
(ii) intrusion data prevention software intended to detect malicious code and harmful attacks on Customer's data within Customer's network; (iii) content filtering; and/or (iv) support for Firewall Services as described in this Service Agreement. "Firewall Services Equipment" means the servers and related components owned and maintained by Company that are utilized to provide Firewall Services under this Service Agreement.

FIREWALL SERVICES. Customers may purchase varying types and levels of Firewall Services and charges for the Firewall Services will be separately itemized within the Monthly Charges set forth in this Agreement. Customer may utilize Company's portal to make modifications to the Firewall Services, run certain reports, and perform certain administrative tasks in connection with the Firewall Services. Company is obligated to provide only those Firewall Services purchased by Customer.

CUSTOMER OBLIGATIONS. Customer must have Internet access Service from Company in order to use the Firewall Services. Company will not provide any equipment for Customer's use of the Firewall Services other than the Firewall Services Equipment. Customer shall be solely responsible for its activities in using the Firewall Services, including the activities of its employees and contractors (and the activities of anyone else who obtains access to Customer's passwords). Company is not responsible for the unauthorized use of the Firewall Services whether by ex-employees of Customer, compromised Customer passwords, or any other misuse of Customer's account. Customer is responsible fo r providing Company at Customer's expense and in a timely manner the following: (a) access to Customer's system used or accessible in connection with the Firewall Services; (b) cooperative testing of all Customer provided hardware and software for compatibility with the Firewall Services; and (c) designating an authorized contact(s) to be the point of contact to interface with Company's customer support. Customer acknowledges that in the event of interruption of the Firewall Services, Customer will be responsible for cooperative testing with Company's technical support to assist in the diagnosis of the interruption. Company shall not be liable for late or delayed data transfers, no matter what the root cause. Customer acknowledges that should Customer, Customer's employees or contractors, or any other party that has physical access to Customer's network create a potential point of entry either by adding another circuit, an unsecure Wi-Fi access point, remote communications software running on a personal computer, or any other method that bypasses the Company's Firewall Services, Customer will be solely responsible for any degradation in the effectiveness of the Firewall Services caused by such act. Customer understand s that it may make a change request to the Firewall Services that provides for a lower level of security for its network. Customer acknowledges and agrees that it assumes all risk and liabilities resulting from such change.

SUPPORT. Company will use commercially reasonable efforts to assist Customer, through Customer's authorized contact(s), with setting up and configuring Customer's account, and resolving issues related to Firewall Services. Only Customer's authorized account contact(s) may request information, changes, or technical support. Company's technical support response time depends on the complexity of the inquiry and support request volume. The Firewall Services include technical support from 8:00 a.m. to 6:00 p.m. Central Time Monday
– Friday, except holidays. Company's obligation to provide technical support does not apply to any malfunction of Customer's equipment or software. Company does not guarantee compatibility of the Firewall Services with any specific configuration of hardware or software. Company encourages Customer to discuss any technical and compatibility issues with Company's technical support personnel.

DATA LOSS AND RETENTION. Notwithstanding Company's physical security and cybersecurity of the Firewall Services Equipment, Customer acknowledges that the Firewall Services Equipment may be subject to casualty events and cyberattacks resulting in data loss that are beyond the control of Company. Company does not guarantee the recoverability of any Customer data which is lost for any reason including, but not limited to, cyberattack. Additional fees may apply for recovery of Customer data and Company will work on those requests on a best efforts basis. For more information on collection, retention, and use of Customer information please refer to Company's Privacy Policy at www.cspire.com.

ADDITIONAL CUSTOMER OBLIGATIONS. Customer remains solely responsible for the security of its network. Customer further agrees to do all of the following at its expense: (a) use reasonable security precautions in connection with its use of the Firewall Services; (b) create or maintain a current copy of all content provided by Customer to Company; (c) comply with all laws applicable to Customer's use of the Firewall Services, and the terms of this Agreement.

DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE FIREWALL SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE FIREWALL SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE FIREWALL SERVICES THAT ARISE FROM CUSTOMER'S EQUIPMENT, SOFTWARE, CONTENT, APPLICATIONS, OR THIRD PARTY CONTENT. THE FIREWALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

III. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF SOFTWARE AND SECURE OFFICE SERVICES.

CUSTOMER ACKNOWLEDGEMENT. Customer acknowledges through execution of this agreement that they have read,

understand, and agree to terms, restrictions, and obligations as set forth in the SOFTWARE RESALE SERVICE AGREEMENT posted to http://www.cspire.com/cms/business/office365/

Account Name: CITY OF MOBILE

Initial See attached VOIP Service Level Agreement

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/2018

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, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Company of Reading, Pennsylvania	20427
INSURER B : Continental Insurance Company	
INSURER C : National Fire Insurance Company of Hartford	20478
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Telapex, Inc. and Affiliated Companies
Cellular South, Inc. dba CSpire
1018 Highland Colony Parkway
Suite 700
Ridgeland, MS 39157-8719

COVERAGES **CERTIFICATE NUMBER:** WJPZXB54 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			2077753765	06/01/2017	06/01/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			6024524622	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$ $
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC295525750	06/01/2017	06/01/2018	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder, its officials, employess and volunteers are Additional Insured under General Liability as required by written contract.
General Liability Additional Insured status is afforded on a Primary and Non-Contributory basis as required by written contract.

CERTIFICATE HOLDER

City of Mobile
P O Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDENDUM TO AGREEMENT
VOICE-OVER-INTERNET PROTOCOL (VOIP) SERVICES

THIS ADDENDUM No. 1 to AGREEMENT (this "Addendum") is entered into on this 16 day of February, 2023 by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and Telepak Networks, Inc. ("C Spire").

RECITALS

A. C Spire and the City entered into that certain Agreement for VOIP Services, on April 24, 2018 (the 'Agreement").

B. The Agreement provided for an initial term for five years, renewable for two additional three-year periods, in both paragraph 4.12 of the referenced Request for Proposals, and the Scope of Work's Attachment C, Telecommunications Service Agreement

C. The City desires to exercise its option to renew the Agreement for its first three-year renewal period and C Spire agrees to this extension.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Agreement is extended, effective April 25, 2023, for three additional years through April 24, 2026, to then be automatically extended for an additional three-year period, unless otherwise cancelled in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, this Addendum to the Agreement has been duly executed by the parties as of the day and year first above written.

Telepak Networks, Inc, d/b/a C Spire

Signed: Susanna Hays

Name: Susanna Hays

Title: EVP

ACKNOWLEDGEMENT

The State of Mississippi }

Madison County}

I, Angela Notebaert, a Notary Public, in and for said County in said State, hereby certify that Susanna Hays whose name as EVP of C Spire, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 16 day of February, 2023

(Seal)

STATE OF MISSISSIPPI
ANGELA NOTEBAERT
ID No
209285
NOTARY PUBLIC
Comm Expires
June 28, 2024
MADISON COUNTY

Angela Notebaert
Notary Public

The City of Mobile, Alabama

By: _____
William S. Stimpson
Mayor

Attested: _____
Lisa Lambert
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:
Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:
Mayor Stimpson and Councilmember Carroll

Purpose and Scope of Project:
Amendment to Professional Service Agreement for Mardi Gras Park Improvements

Amount of Contract:
additional $17,187.15

Funding Source

Project # Mardi Gras Park – Improvements/Amendment 2 to Professional Service Agreement PR-050-19 **Discretionary Funds**

Project String C0144 **Contract Number:**Capital Contract #2730

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/13/2023 - 3:39 PM
Capital	Rhodes, Brenda	Approved	2/14/2023 - 4:33 PM
Legal	Kern, Chris	Approved	2/22/2023 - 11:00 AM
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide a 3-year service contract for fire alarm systems inspections & testing at various City of Mobile locations

Amount of Contract:

$58,625.00 first year

Funding Source

Project # Fire Alarm Systems Inspections & Testing service contract SC-013-23	**Discretionary Funds**
Project String 10043037-42150	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-013-23 Fire Alarm Systems Inspections & Testing service contract	Cover Memo	2/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	2/22/2023 - 9:42 AM
Budget	Holt, Robert	Approved	2/22/2023 - 9:46 AM
Legal	Kern, Chris	Approved	2/22/2023 - 11:13 AM

Legal	Kern, Chris	Approved	2/22/2023 - 11:24 AM
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 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 Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company:	ARENA FIRE PROTECTION INC.
Project Name:	VARIOUS CITY OF MOBILE LOCATIONS – FIRE ALARM SYSTEMS INSPECTIONS & TESTING (3-YEAR SERVICE CONTRACT)
Project Number:	SC-013-23
Amount:	$ 58,625.00 FIRST YEAR ONLY $ 59,025.00 SECOND YEAR ONLY $ 59,225.00 THIRD YEAR ONLY $176,875.00 COMBINED TOTAL

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 ALARM SYSTEMS INSPECTIONS & TESTING

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-013-23

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 Alarm Systems Inspections & Testing at Various City of Mobile Locations, 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 be commenced on the date of a written Notice to Proceed issued by the Owner. The Term of the Contract is for a period of one (1) year commencing on the date of the Notice to the Service Contractor 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.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the Term of the Contract and each of the Two (2) additional terms, subject to additions and deductions provided herein, in current funds, the sum as follows:

Year 1 – Initial Term:	$4,885.42/month	$58,625.00/year
Year 2 – 1st Additional Term:	$4,918.75/month	$59,025.00/year
Year 3 – 2nd Additional Term:	$4,935.42/month	$59,225.00/year
Total :		**$176,875.00**

Total Contract Amount (Year 1, 2, and 3 Total):
One Hundred Seventy Six Thousand Eight Hundred Seventy Five and 00/100 Dollars ($176,875.00)

(Amount in Words) (Amount in Numbers)

(Note: Show Base Bid amount in both words and figures. In case of discrepancy, the amount in words shall govern.)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

3.2 **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): $ 75.00 per hour
B. Overtime (5pm to 8am, Monday through Friday, and Weekends): $112.50 per hour
C. Overtime Holidays (City Holidays): $150.00 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed in the Scope of Work, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall, (a copy of a valid permit must be included in the contract 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.

3.3 Schedules of Values

	Location	Year 1	Year 2	Year 3	Total
1	200 Government Street	$1,100.00	$1,100.00	$1,100.00	$3,300.00
2	Animal Shelter	$400.00	$450.00	$450.00	$1,300.00
3	Azalea City Golf Course Clubhouse	$700.00	$750.00	$750.00	$2,200.00
4	Azalea City Golf Course Cart Barn & Maintenance Shed	$450.00	$500.00	$500.00	$1,450.00
5	Azalea Road Complex (BIC)	$500.00	$500.00	$550.00	$1,550.00
6	Ben May Library (Main)	$1000.00	$1000.00	$1000.00	$3,000.00
7	Civic Center Complex – Arena/Expo Hall/Theater	$6,500.00	$6,500.00	$6,500.00	$19,500.00
8	Connie Hudson Senior Ctr	$800.00	$800.00	$800.00	$2,400.00
9	Dotch Community Ctr	$350.00	$400.00	$400.00	$1,150.00
10	Fire Prevention Bureau	$1000.00	$1000.00	$1000.00	$3,000.00
11	Fire Station 1	$375.00	$375.00	$375.00	$1,125.00
12	Fire Station 7	$375.00	$375.00	$375.00	$1,125.00
13	Fire Station 9	$375.00	$375.00	$375.00	$1,125.00
	Fire Station 16	400	400	400	1200
	Fire Station 18	600	600	600	1800
14	Fire Station 26/ Police – 4th Precinct	$1000.00	$1000.00	$1000.00	$3,000.00
15	Fire Station 28	$900.00	$900.00	$900.00	$2,700.00
16	Fire Station Crichton	$600.00	$600.00	$600.00	$1,800.00
17	Fort Conde	$500.00	$500.00	$500.00	$1,500.00
18	Gulf Coast Exploreum	$1,700.00	$1,700.00	$1,700.00	$5,100.00
19	GulfQuest Maritime Museum	$3,500.00	$3,500.00	$3,500.00	$10,500.00
21	Harmon Recreation Ctr	$400.00	$500.00	$500.00	$1,400.00
22	Hillsdale Community Ctr	$400.00	$400.00	400.00	$1,200.00
23	History Museum of Mobile	$2,300.00	$2,400.00	$2,500.00	$7,200.00
24	Hope Community Ctr	$400.00	$400.00	$400.00	$1,200.00
25	Hurtel Armory	$950.00	$950.00	$1000.00	$2,900.00
26	James Seals Recreation Ctr	$400.00	$400.00	$400.00	$1,200.00
27	Joe Jefferson Playhouse	$400.00	$400.00	$400.00	$1,200.00
28	Library - Administration	$400.00	$400.00	$400.00	$1,200.00
29	Library - Parkway Branch	$400.00	$400.00	$400.00	$1,200.00
30	Library - Local History & Genealogy	$400.00	$400.00	$400.00	$1,200.00
31	Lyons Park Tennis Ctr	$400.00	$400.00	$400.00	$1,200.00
32	Medal of Honor Gymnastics Facility	$400.00	$400.00	$400.00	$1,200.00
33	Michael Figures Community Center	$400.00	$400.00	$400.00	$1,200.00

34	**Michael C. Dow Amphitheater**	$400.00	$400.00	$400.00	$1,200.00
35	**Mobile Convention Center**	$7,100.00	$7,100.00	$7,100.00	$21,300.00
36	**Mobile Metro Fire Arms**	$500.00	$500.00	$500.00	$1,500.00
37	**Mobile Museum of Art**	$3,900.00	$3,900.00	$3,900.00	$11,700.00
38	**Mobile, Alabama Cruise Terminal**	$2,000.00	$2,000.00	$2,000.00	$6,000.00
39	**Municipal Archives**	$600.00	$600.00	$600.00	$1,800.00
40	**Oakleigh House**	$400.00	$400.00	$400.00	$1,200.00
41	**Playhouse in the Park**	$400.00	$400.00	$400.00	$1,200.00
42	**Police 2nd Precinct**	$450.00	$450.00	$450.00	$1,350.00
43	**Police 3rd Precinct**	$450.00	$450.00	$450.00	$1,350.00
44	**Police Academy**	$450.00	$450.00	$450.00	$1,350.00
45	**Police Headquarters**	$600.00	$600.00	$600.00	$1,800.00
46	**Police Impound**	$400.00	$400.00	$400.00	$1,200.00
47	**Police Special Operations Facility**	$550.00	$550.00	$550.00	$1,650.00
	Quigley House	$400.00	$400.00	$400.00	$1,200.00
48	**Richards DAR House**	$400.00	$400.00	$400.00	$1,200.00
49	**Rickarby Recreation Center**	$400.00	$400.00	$400.00	$1,200.00
50	**S.A.I.L Center**	$400.00	$400.00	$400.00	$1,200.00
51	**Saenger Theater**	$1,200.00	$1,200.00	$1,200.00	$3,600.00
52	**Springhill Recreation Ctr**	$400.00	$400.00	$400.00	$1,200.00
53	**Sullivan Recreation Center**	$400.00	$400.00	$400.00	$1,200.00
54	**Tardy Cottage**	$400.00	$400.00	$400.00	$1,200.00
55	**Taylor Park Community Ctr**	$400.00	$400.00	$400.00	$1,200.00
56	**Technology Center - MIT**	$400.00	$400.00	$400.00	$1,200.00
57	**Telecommunications Bldg**	$500.00	$500.00	$500.00	$1,500.00
58	**Tillman's Corner Comm. Ctr**	$400.00	$400.00	$400.00	$1,200.00
59	**Toulminville Library**	$550.00	$550.00	$550.00	$1,650.00
60	**Tricksey Senior Center**	$400.00	$400.00	$400.00	$1,200.00
61	**TSAC (Woodcock)**	$800.00	$800.00	$800.00	$2,400.00
62	**West Regional Library**	$1,200.00	$1,200.00	$1,200.00	$3,600.00
63	**Western Administrative Complex (WAC)**	$1,000.00	$1,000.00	$1,000.00	$3,000.00
	Totals	**$58,625.00**	**$59,025.00**	**$59,225.00**	**$176,875.00**

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 in, 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 Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, 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, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. General Conditions, dated November 14, 2022	9 pages
2. Bid Form, dated December 14, 2022	6 pages
3. Specifications, dated July 31, 2019	
Section 01000 – Scope of Work	5 pages
4. Exhibit A – Locations	2 pages
5. Exhibit B – Panel Type	2 pages
6. Exhibit C – Device List	2 pages
7. Addendum Number 1, dated December 9, 2022	
8. This Instrument (Agreement)	9 pages
9. Certificates of Insurance with endorsements and E-Verify Documentation	

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.

E. Professional Liability Insurance

1. Projects $0 - $1,000,000 $1,000,000/$2,000,000 annual aggregate

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

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals

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

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions
8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an

independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

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

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:
CITY OF MOBILE

_____
Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
ARENA FIRE PROTECTION INC.

_____
Signature

Jeremy Davidson - Vice President
Printed Name and Title

ATTEST:

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jeremy Davidson as VP 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 _____.
Sworn to and subscribed for me this 8 day of Feb, 2023.

_____
NOTARY PUBLIC
My Commission Expires:

JENNIFER WILLIAMSON
MY COMMISSION EXPIRES
JUNE 11, 2025
NOTARY PUBLIC
STATE OF ALABAMA

SECTION 01000 – SCOPE OF WORK
November 14, 2022

SCOPE OF WORK
Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide Fire Alarm Systems Inspections & Testing at Various City of Mobile Locations (attached as Exhibit A – Locations) in accordance with the current National Fire Protection Association (NFPA) Code & Standard #72.

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 and contract 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.

GENERAL REQUIREMENTS:

1. **Description of Scope Work**
   a. Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, tools and equipment for the inspection and testing of all City of Mobile fire alarm systems as listed in the Fire Alarm System Locations **(attached as Exhibit A - Locations)**, Fire Alarm System Panel Types **(attached as Exhibit B – Panel Types)**, and Fire Alarm System Device List **(attached as Exhibit C – Device List)**, in accordance within the terms of this Contract. The Work may also include on-site diagnostics and repairs of fire alarm systems on a time and materials basis on actual cost of materials plus Service Contractors standard markup and the hourly billing rates as listed under Hourly Rates in the Service Contractor's Bid.
   b. Invoices presented for payment must reference "SC-042-19" and shall include a copy of the Inspections/Service Report of the location(s) covered by the invoice. An emailed invoice is acceptable for payment.
   c. Equipment provided by Service Contractor shall include, but is not limited to, ladders, smoke poles, heat testers, magnets, battery load testers, lifts, etc. Service Contractor shall also provide enough trained and experienced personnel to accomplish the Inspections & Testing in a timely manner for each location.

2. **Coordination**
   a. Coordinate all work with the City of Mobile Building Services Department, Service Contract Administrator or other Building Services Department authorized representative (hereafter referred to as Service Contract Administrator). A minimum of forty-eight (48) hours advance notice of inspection and testing shall be given.

b. All work shall be scheduled to minimize the disturbance and interruption of the individual department and general public where alarms are located.
c. At the beginning of each yearly contract period, the Service Contractor shall submit a proposed inspection and testing schedule, with suggested dates and times for each facility, to the Service Contract Administrator. The Service Contract Administrator will coordinate this return an approval, with revisions as required, to the Service Contractor for his use in scheduling inspections and testing.
d. Prior to each scheduled service, the Service Contractor shall contact the Service Contract Administrator, to confirm the date and time for each service. The Service Contract Administrator will advise the Service Contractor if the service will need to be rescheduled for any reason.
e. The Service Contract Administrator or his designated representative shall be present during all inspections and testing.

3. Quality Assurance

a. Service Contractor must be certified by and hold a valid permit from the State of Alabama Fire Marshall. A copy of the Service Contractor's State Fire Marshall's permit shall be submitted to the Owner prior to, and as a provision of, approval of the Contract.
b. For all work performed under this Section, use only skilled, certified technicians who are thoroughly trained and experienced in maintaing the type of equipment listed, and who have mt the requirements and training established by the State of Alabama Fire Marshall and the City Fire Inspection Bureau. Technicians shall be properly supervised.
c. Service Contractor shall have a branch office located within the Mobile, Alabama metropolitan area (Mobile or Baldwin Counties) staffed by a technician or technicians, with the ability to respond to an emergency call.
d. Service Contractor shall have a least Three (3) years' experience in the Inspections & Testing of all types of Fire Alarm Systems.

4. Submittals

a. Inspection/Service Reports:
    i. At the completion of each service call, the Service Contract technician shall complete an inspection/service report indicating all items inspected and tests performed, and items requiring a follow up inspection or repair. All invoices for payment shall include a follow up inspection or repair. All invoice for payment shall include a copy of all Inspection/Service Reports covered under that invoice.
    ii. The Service Contractor shall immediately notify the Service Contract Administrator if any deficiency is observed, whether covered under this Contract or not, that could endanger life or result in a malfunction of equipment.

5. Inspections and Testing – General

a. All inspections, testing, impairment, and record keeping shall be implemented in accordance with procedures meeting those established in the current National Fire Protection Association (NFPA) 72 – Standard for the Inspection, Testing, and maintenance of Fire Protection Systems, and in accordance with existing fire alarm system manufacturer's instructions.

b. Inspections and testing shall be performed in accordance with the "Inspection and Testing – Requirements" schedule below.

6. Inspections and Testing – Requirements:

a. Inspection and Testing shall include ALL Annual, semiannual, and Quarterly inspections and testing as required by NFPA 72, Table 10.4.3, Testing Frequencies, including but not limited to:

i. Annual Inspections & Testing**
   1. Test and Visual Inspection of:
      a. Control Equipment – Fire Alarm Panel
      b. Batteries
      c. Power Source
      d. Control Unit Trouble Signals
      e. Emergency Voice/Alarm Communications Equipment
      f. Initiating Devices
      g. Interface Equipment
      h. Special Hazard Equipment
      i. Alarm Notification Appliances
      j. Supervising Station Fire Alarm Systems – Transmitters

ii. Semiannual Requirements**
   1. Test and Visual Inspection of:
      a. Batteries
      b. Initiating devices

iii. Quarterly Inspections & Testing**
   1. Test and Visual Inspection of:
      a. Control Equipment – Fire Alarm Panel
      b. Batteries
      c. Initiating Devices
      d. Off-Premises Transmission Equipment

** Refer to current NFPA Code & Standard #72 for a complete list of inspections, test frequencies, and procedures.

7. **Inspection and Testing Schedule:**
    a. Required Inspection and Testing includes Annual, Semiannual, and Quarterly inspections as specified by the National Fire Protection Association (NFPA) Section 72, Fire Alarm Testing.
    b. Required inspections shall be performed quarterly on a rolling basis based on a mutually agreed upon schedule between Service Contractor and Owner:
        i. 1st Quarter (Oct, Nov, and Dec) – Annual, Semiannual, and Quarterly
        ii. 2nd Quarter (Jan, Feb, and Mar) - Annual, Semiannual, and Quarterly
        iii. 3rd Quarter (April, May, and Jun) - Annual, Semiannual, and Quarterly
        iv. 4th Quarter (Jul, Aug, and Sep) - Annual, Semiannual, and Quarterly

8. **System Impairments or Shut-Down:**
    a. Where an impairment or shut-down of any fire protection system is required for inspection or testing purposes, the procedures outlined in NFPA 72 shall be followed.

9. **Inspection and Testing Reports:**
    a. Inspection and Testing Reports shall include the name and address of the location, date of inspection, name and signature of inspector/technician, system description, complete list of all components required to be tested/inspected with results of the tests/inspections, and other information as required.
    b. Deficiencies shall be (clearly and legibly) noted on the Report Form.
    c. Systems or components showing any damage or impairment shall be immediately reported to the Service Contract Administrator or designee.
    d. Inspection and Testing Report Forms MUST be sign (in person) by the Service Contract Administrator or designee immediately upon completion of the test/inspection. Electronic signatures will not be accepted.

10. **Hours of Work:**
    a. The owner shall not prohibit the Service Contractor from performing work herein during a normal work day. For the purpose of this provision, a "normal work day" is defined as Monday through Friday, 8:00am to 5:00pm. If access is necessary at other times due to owner requirements, the service Contractor shall arrange a time with the Service Contract Administrator that is acceptable with the City Department in the facility where the fire alarm system is located.
    b. For the purposes of scheduling inspections and testing, the following is a list of the City of Mobile's approved holidays:
        i. Veteran Day
        ii. Thanksgiving (2 days)
        iii. Christmas (2 days)
        iv. New Year's Day
        v. Dr. Martin Luther King Day
        vi. Mardi Gras (2 days)
        vii. Memorial Day

viii. Juneteenth
ix. Independence Day
x. Labor Day

11. Cleaning:

a. At the completion of all inspection and testing, the Service Contractor shall remove all parts, equipment, tools, and debris, and leave the work areas clean.

ADDITIONAL SERVICES

The City of Mobile, may during the term of this Agreement, request Additional Services, not listed above. Service Contractor shall supply all the labor, materials, insurance, tools, equipment and supplies, as requested and bill as listed under **Section 3.2 HOURLY RATES** in the Agreement. All requests for Additional Services will be placed through the Service Contract Administrator or designee.

END OF SECTION

EXHIBIT A – LOCATIONS

Facility	Location	Estimated Square Footage
200 Government Street	200 Government Street	26,200
Animal Shelter	855 Owens Street	7,300
Azalea City Golf Course Clubhouse	1000 Gaillard Drive	10,000
Azalea City Golf Course Cart Barn & Maintenance Shed	1000 Gaillard Drive	11,000
Azalea Road Complex (BIC)	1301 Azalea Road	67,300
Ben May Library (Main)	701 Government Street	44,550
Civic Center Complex – Arena/Expo hall/Theater	401 Civic Center Drive	400,550
Connie Hudson Senior Ctr	3201 Hillcrest Road	19,600
Dotch Community Ctr	3100 Banks Avenue	16,300
Fire Prevention Bureau	2851 Old Shell Road	31,400
Fire Station 1	6801 Overlook Road	6,200
Fire Station 7	5525 Commerce Blvd.	6,000
Fire Station 9	1000 S. Houston	2,600
Fire Station 16	1951 S. Maryvale Street	5,850
Fire Station 18	700 Museum Drive	11,000
Fire Station 26/4th Police Precinct	8080 Airport Blvd	28,500
Fire Station 28	7050 Old Military Road	9,300
Fire Station Crichton	200 Davenport Blvd.	9,427
Fort Conde	150 S. Royal Street	24,100
Gulf Coast Exploreum	65 Government Street	62,700
GulfQuest Maritime Museum	155 South Water Street	100,000
Harmon Recreation Ctr	1611 Belfast Street	21,500
Hillsdale Community Ctr	558 Felhorn Road	22,000
History Museum of Mobile	111 South Royal Street	83,400
Hope Community Ctr	850 Edwards Street	13,900
Hurtel Armory	1900 Hurtel Street	44,144
James Seals Recreation Ctr	540 Texas Street	16,100
Joe Jefferson Playhouse	11 South Carlen Street	8,000
Library - Administration	700 Government Street	6,100
Library - Parkway Branch	1924-B Dauphin Island Parkway	9,000
Library - Local History & Genealogy	753 Government Street	4,000
Lyons Park Tennis Ctr	180 Lyons Park Avenue	2,700
Medal of Honor Gymnastics Facility	1711 Hillcrest Road	9,804
Michael Figures Community Center	658 Donald Street	18,000
Michael C. Dow Amphitheater	3100 Banks Avenue	7,600
Mobile Convention Center	1 South Water Street	317,200
Mobile Metro Fire Arms	12247 Tanner Williams Rd	2,100
Mobile Museum of Art	4850 Museum Drive	80,000

Mobile, Alabama Cruise Terminal	201 South Water Street	36,400
Municipal Archives	457 Church Street	18,200
Oakleigh House	350 Oakleigh Place	6,800
Playhouse in the Park	4823 Museum Drive	7,100
Police 2nd Precinct	5441 Hwy 90 W, Bldg C	9,384
Police 3rd Precinct	2165 St. Stephens Road	9,735
Police Academy	1251 Virginia Street	8,900
Police Headquarters	2460 Government Street	37,760
Police Impound	1251-B Virginia Street	6,100
Police Special Operations Facility	850 St. Anthony Street	27,430
Richards DAR House	256 North Joachim Street	7,100
Quigley House Museum	263 Roper Street	5600
Rickarby Recreation Center	550 Rickarby Street	2,500
S.A.I.L Center	1600 Boykin Blvd.	5,475
Saenger Theater	6 South Joachim Street	57,800
Springhill Recreation Ctr	1151 Springhill Avenue	15,000
Sullivan Recreation Center	351 N. Catherine	15,207
Tardy Cottage	104 South Lawrence St	5,500
Taylor Park Community Ctr	1050 Baltimore Street	13,600
Technology Center – MIT	651 Church Street	11,280
Telecommunications Bldg	107 Royal Street	7,725
Tillman's Corner Comm. Ctr	5055 Carol Plantation Rd	10,000
Toulminville Library	601 Stanton Road	17,500
Tricksey Senior Center	3100 Banks Avenue	3,600
TSAC (Woodcock)	261 Rickarby Street	29,147
West Regional Library	5555 Grelot Road	62,000
Western Admin Complex (WAC)	4851 Museum Drive	40,800
Total Estimated Square Footage:		2,090,118

Service Contractor to verify exact dimensions.

End of Section

EXHIBIT B – PANEL TYPE

Facility	Location	Panel Type
200 Government Street	200 Government Street	Simplex 4010
Animal Shelter	855 Owens Street	DMP XR150N
Azalea City Golf Course Clubhouse	1000 Gaillard Drive	Fire Shield EST FS1004
Azalea City Golf Course Cart Barn & Maintenance Shed	1000 Gaillard Drive	DMP XR150N
Azalea Road Complex (BIC)	1301 Azalea Road	DMP XR150
Ben May Library (Main)	701 Government Street	Simplex 4100U
Civic Center Complex – Arena/Expo hall/Theater	401 Civic Center Drive	Harrington HS3030A-B
Connie Hudson Senior Ctr	3201 Hillcrest Road	EST 2
Dotch Community Ctr	3100 Banks Avenue	Simplex 4005
Fire Prevention Bureau	2851 Old Shell Road	DMP XR2500R
Fire Station 1	6801 Overlook Road	Simplex 4005
Fire Station 7	5525 Commerce Blvd.	Simplex 4005
Fire Station 9	1000 S. Houston	VES VF-18
Fire Station 16	1951 S. Maryvale Street	
Fire Station 18	700 Museum Drive	
Fire Station 26/4th Police Precinct	8080 Airport Blvd	Simplex 4100ES
Fire Station 28	7050 Old Military Road	Simplex 4010ES
Fire Station Crichton	200 Davenport Blvd.	Simplex 4007ES
Fort Conde	150 S. Royal Street	Simplex 4007ES
Gulf Coast Exploreum	65 Government Street	Firelite MS9200 UDLS
GulfQuest Maritime Museum	155 South Water Street	EST 3
Harmon Recreation Ctr	1611 Belfast Street	DMP XR500
Hillsdale Community Ctr	558 Felhorn Road	Firelite MS10
History Museum of Mobile	111 South Royal Street	JCI METASYS
Hope Community Ctr	850 Edwards Street	DMP XR100
Hurtel Armory	1900 Hurtel Street	Simplex 4010ES
James Seals Recreation Ctr	540 Texas Street	DMP XR200DN
Joe Jefferson Playhouse	11 South Carlen Street	Firelite MS10 UD7
Library - Administration	700 Government Street	DMP XR100
Library - Parkway Branch	1924-B Dauphin Island Parkway	ADEMCO 4209U
Library - Local History & Genealogy	753 Government Street	ADEMCO Vista 32FB
Lyons Park Tennis Ctr	180 Lyons Park Avenue	Firelite MS-10UD
Medal of Honor Gymnastics Facility	1711 Hillcrest Road	Edwards F-FSC
Michael Figures Community Center	658 Donald Street	DMP XR500
Michael C. Dow Amphitheater	3100 Banks Avenue	DMP XR550N
Mobile Convention Center	1 South Water Street	Simplex 4100ES
Mobile Metro Fire Arms	12247 Tanner Williams Rd	Simplex 4006
Mobile Museum of Art	4850 Museum Drive	Simplex 4100

Mobile, Alabama Cruise Terminal	201 South Water Street	FCI 7100 Series
Municipal Archives	457 Church Street	DMP XR150N
Oakleigh House	350 Oakleigh Place	Radionics D9112
Playhouse in the Park	4823 Museum Drive	Simplex 4010
Police 2nd Precinct	5441 Hwy 90 W, Bldg C	Edwards 10 Series
Police 3rd Precinct	2165 St. Stephens Road	DMP XR150N
Police Academy	1251 Virginia Street	Simplex 4005
Police Headquarters	2460 Government Street	CMP XR150DN
Police Impound	1251-B Virginia Street	Simplex 4008
Police Special Operations Facility	850 St. Anthony Street	VES VF185810
Quigley House Museum	263 Roper Street	
Richards DAR House	256 North Joachim Street	
Rickarby Recreation Center	550 Rickarby Street	DMP XR100
S.A.I.L Center	1600 Boykin Blvd.	DMP XR150
Saenger Theater	6 South Joachim Street	EST
Springhill Recreation Ctr	1151 Springhill Avenue	DMP XR500
Sullivan Recreation Center	351 N. Catherine	Simplex 4010
Tardy Cottage	104 South Lawrence St	Harrington CE-B
Taylor Park Community Ctr	1050 Baltimore Street	Firelite MS9200
Technology Center – MIT	651 Church Street	DMP XR150N
Telecommunications Bldg	107 Royal Street	DMP XR150N
Tillman's Corner Comm. Ctr	5055 Carol Plantation Rd	DMP XR200
Toulminville Library	601 Stantion Road	Firelite MS-10UD
Tricksey Senior Center	3100 Banks Avenue	DMP XR5FC
TSAC (Woodcock)	261 Rickarby Street	Simplex 4010ES
West Regional Library	5555 Grelot Road	Simplex 4010
Western Admin Complex (WAC)	4851 Museum Drive	Firelite MS-10UD

Service Contractor to verify Panel List.

End of Section

EXHIBIT C – DEVICE LIST

Facility	*Location*	*Audio Visual (A/V)*	*Duct Detectors*	*Heat Detectors*	*Pull Stations*	*Photo Smoke Detectors (PSD)*	*Visual Strobe (Vsig)*	*Horns*
200 Government Street	200 Government Street	25	17	0	9	41	4	0
Animal Shelter	855 Owens Street	2	0	0	1	5	0	1
Azalea City Golf Course (CH)	1000 Gaillard Drive	13	2	5	15	11	4	0
Azalea City Golf Course (Maintenance / Golf Cart Shop)	1000 Gaillard Drive	3	0	23	3	6	3	0
Azalea Road Complex (BIC)	1301 Azalea Road	7	0	2	14	18	3	0
Ben May Library (Main)	701 Government Street	40	23	4	11	15	4	0
Civic Center	401 Civic Center Drive	193	61	40	80	163	3	
Connie Hudson Senior Center	3201 Hillcrest Road	17	10	4	9	18	12	0
Dotch Community Center	3100 Banks Avenue	5	2	4	7	2	2	0
Fire Prevention Bureau	2851 Old Shell Road	14	2	0	10	53	0	0
Fire Station #1	6801 Overlook Road	5	1	1	1	5	1	0
Fire Station #7	5525 Commerce Blvd.	4	4	1	1	4	4	0
Fire Stations #9	1000 South Houstion St.	6	0	4	4	5	0	0
Fire Station 16	1951 S. Maryvale Street	8	0	6	3	8	8	0
Fire Station 18	700 Museum Drive	8	2	1	3	1	19	0
Fire Stations #26	8080 Airport Blvd.	34	6	1	13	28	3	0
Fire Station #28	7050 Old Military Road	14	8	11	3	17	24	0
Fire Station Crichton	200 Davenport Blvd.	28	8	0	2	1	17	
Fort Conde Welcome Center	150 S. Royal Street	8	0	0	6	21	0	0
Gulf Coast Exploreum	65 Government Street	30	7	0	23	88	0	0
GulfQuest Maritime Museum	155 S. Water Street	77	22	3	31	132	2	0
Harmon Recreation Center	1611 Belfast Street	8	1	3	8	6	3	0
Hillsdale Community Center	558 Felhorn Road	7	4	0	8	0	0	1

History Museum	111 S. Royal Street	53	15	0	4	125	8	0
Hope Community Center	850 Edwards Street	4	5	0	4	0	0	
Hurtel Armory	1900 Hurtel Street	26	3	6	11	38	0	0
James Seals Recreation Ctr.	540 Texas Street	6	0	1	4	11	2	0
Joe Jefferson Playhouse	11 S. Carlen Street	8	0	2	8	4	0	0
Library Administration	700 Government Street	3	2	0	3	11	0	0
Library Parkway Branch	1924-B Dauphin Island Parkway	5	0	0	2	8	0	0
Library Local History Genealogy	753 Government Street	4	1	1	2	6	4	0
Lyons Park Tennis Center	180 Lyons Park Avenue	4	2	0	3	6	0	1
Medal of Honor Tower	1711 Hillcrest Road	4	2	0	4	10	4	0
Michael Figures Park	658 Donald Street	0	2	2	5	20	0	0
Michael C. Dow Amphitheater	3100 Banks Avenue	14	2	0	5	7	3	1
Mobile Convention Center	1 S. Water Street	239	39	52	114	148		0
Mobile Metro Fire Arms	12247 Tanner Williams Road	2	8	0	3	7	0	0
Mobile Museum of Art	4850 Museum Drive	118	31	16	17	121	0	0
Mobile Alabama Cruise Terminal	201 S. Water Street	47	26	12	11	54	31	0
Municipal Archives	457 Church Street	1	2	2	5	33	0	3
Oakleigh House	350 Oakleigh Place	2	0	7	3	10	0	0
Playhouse in the Park	4823 Museum Drive	9	1	0	4	12	2	0
Police 2nd Precinct	5441 Hwy 90 W, Bldg C	20	3	2	2	8	0	0
Police 3rd Precinct	2165 St. Stephens Road	6		1	2	19	5	0
Police Academy	1251 Virginia Street	5	4	0	6	11	4	0
Police Headquarters	2460 Government Street	12	2	0	7	31	0	0
Police Impound	1251-B Virginia Street	8	0	0	6	12	0	0
Police Special Ops	850 St. Anthony Street	10	2	2	9	15	0	0
Quigley House Museum	263 Roper Street	3	3	2	6	8	2	0
Richards DAR House	256 N. Joachim Street	0	0	0	1	16	0	1
Rickarby Park	550 Rickarby Street		0	2	3	7		0
S.A.I.L Center	1600 Boykin Blvd.	2	0	0	2	1	0	0
Saenger Theater	6 S. Joachim Street	51	4	3	33	14	0	0

Springhill Recreation Ctr.	1151 Springhill Avenue	7	4	3	7	13	0	0
Sullivan Park	351 N. Catherine Street	12	9	2	4	21	0	0
Tardy Cottage	104 S. Lawrence Street	3	6	0	6	8	2	1
Taylor Park Community Ctr	1050 Baltimore Street	2	6	2	5	8	1	0
Technology Center - MIT	651 Church Street	8	0	0	6	14	0	0
Telecommunications Bldg.	107 S. Royal Street	11	0	1	5	11	6	0
Tillman's Corner Comm. Ctr	5055 Carol Plantation Road	5	4	2	5	6	2	0
Toulminville Library	601 Stanton Road	11	2	0	4	22	0	0
Tricksey Senior Center	3100 Banks Avenue	5	0	3	5	8	2	0
TSAC (Woodcock)	261 Rickarby Street	27	0	5	6	9	22	0
West Regional Library	5555 Grelot Road	41	10	3	16	11	20	0
Western Admin Complex (WAC)	4851 Museum Drive	10	2	26	9	44	0	0

Service Contractor to verify Device List.

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 ALARM SYSTEMS INSPECTIONS & TESTING

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-013-23

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 November 14, 2022; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Arena Fire Protection Inc

ADDRESS: 10023 Lifeline Court Mobile, AL 36608 **PHONE** 228-588-3440

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, equipment and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed 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.

BID – Shall include ALL Annual, Semiannual, and Quarterly Inspections & Testing as specified in section 01000 – Scope of Work.

Year 1 – Initial Term:	$ 4,885.42 .00/month	$ 58,625 .00/year
Year 2 – 1st Additional Term:	$ 4,918.75 .00/month	$ 59,025 .00/year
Year 3 – 2nd Additional Term:	$ 4,935.42 .00/month	$ 59,225 .00/year
Total :		$ 176,875 **.00**

Total Bid Amount (Year 1, 2, and 3 Total): One Hundred & Seventy Six Thousand
(Amount in Words)

Eight Hundred & Seventy Five Dollars00/100 Dollars ($ 176,875 .00)
(Amount in Numbers)

(Note: Show Base Bid amount in both words and figures. In case of discrepancy, the amount in words shall govern.)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

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): $ 75.00 per hour.
B. Overtime (5pm to 8am, Monday through Friday, and Weekends): $112.50 per hour
C. Overtime Holidays (City Holidays): $150.00 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed in the Scope of Work, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall, (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.

SCHEDULE OF VALUES (Year One, Year Two, and Year Three):

	Location	Year 1	Year 2	Year 3	Total
	200 Government Street	$1,100.00	$ 1,100.00	$1,100.00	$ 3,300.00
	Animal Shelter	$400.00	$ 450.00	$450.00	$ 1,300.00
	Azalea City Golf Course Clubhouse	$700.00	$ 750.00	$750.00	$ 2,200.00
	Azalea City Golf Course Cart Barn & Maintenance Shed	$450.00	$ 500.00	$500.00	$ 1,450.00
	Azalea Road Complex (BIC)	$500.00	$ 500.00	$550.00	$ 1,550.00
	Ben May Library (Main)	$1,000.00	$ 1,000.00	$1,000.00	$ 3,000.00
	Civic Center Complex – Arena/Expo Hall/Theater	$6,500.00	$ 6,500.00	$6,500.00	$ 19,500.00
	Connie Hudson Senior Ctr	$800.00	$ 800.00	$800.00	$ 2,400.00
	Dotch Community Ctr	$350.00	$ 400.00	$400.00	$ 1,150.00
	Fire Prevention Bureau	$1,000.00	$ 1,000.00	$1,000.00	$ 3,000.00
	Fire Station 1	$375.00	$ 375.00	$375.00	$ 1,125.00
	Fire Station 7	$375.00	$ 375.00	$375.00	$ 1,125.00
	Fire Station 9	$375.00	$ 375.00	$375.00	$ 1,125.00
	Fire Station 16	$400.00	$ 400.00	$400.00	$ 1,200.00
	Fire Station 18	$600.00	$ 600.00	$600.00	$ 1,800.00
	Fire Station 26/ Police – 4th Precinct	$1,000.00	$ 1,000.00	$1,000.00	$ 3,000.00
	Fire Station 28	$900.00	$ 900.00	$900.00	$ 2,700.00
	Fire Station Crichton	$600.00	$ 600.00	$600.00	$ 1,800.00
	Fort Conde	$500.00	$ 500.00	$500.00	$ 1,500.00
	Gulf Coast Exploreum	$1,700.00	$ 1,700.00	$1,700.00	$ 5,100.00
	GulfQuest Maritime Museum	$3,500.00	$ 3,500.00	$3,500.00	$ 10,500.00
	Harmon Recreation Ctr	$400.00	$ 500.00	$500.00	$ 1,400.00
	Hillsdale Community Ctr	$400.00	$ 400.00	$400.00	$ 1,200.00
	History Museum of Mobile	$2,300.00	$ 2,400.00	$2,500.00	$ 7,200.00
	Hope Community Ctr	$400.00	$ 400.00	$400.00	$ 1,200.00
	Hurtel Armory	$950.00	$ 950.00	$1,000.00	$ 2,900.00
	James Seals Recreation Ctr	$400.00	$ 400.00	$400.00	$ 1,200.00
	Joe Jefferson Playhouse	$400.00	$ 400.00	$400.00	$ 1,200.00
	Library - Administration	$400.00	$ 400.00	$400.00	$ 1,200.00
	Library - Parkway Branch	$400.00	$ 400.00	$400.00	$ 1,200.00
	Library - Local History & Genealogy	$400.00	$ 400.00	$400.00	$ 1,200.00
	Lyons Park Tennis Ctr	$400.00	$ 400.00	$400.00	$ 1,200.00
	Medal of Honor Gymnastics Facility	$400.00	$ 400.00	$400.00	$ 1,200.00
	Michael Figures Community Center	$400.00	$ 400.00	$400.00	$ 1,200.00
	Michael C. Dow Amphitheater	$400.00	$ 400.00	$400.00	$ 1,200.00
	Mobile Convention Center	$7,100.00	$ 7,100.00	$7,100.00	$21,300.00
	Mobile Metro Fire Arms	$500.00	$ 500.00	$500.00	$ 1,500.00
	Mobile Museum of Art	$3,900.00	$ 3,900.00	$3,900.00	$11,700.00
	Mobile, Alabama Cruise Terminal	$2,000.00	$ 2,000.00	$2,000.00	$ 6,000.00
	Municipal Archives	$600.00	$ 600.00	$600.00	$ 1,800.00
	Oakleigh House	$400.00	$ 400.00	$400.00	$ 1,200.00
	Playhouse in the Park	$400.00	$ 400.00	$400.00	$ 1,200.00
	Police 2nd Precinct	$450.00	$ 450.00	$450.00	$ 1,350.00

	Police 3rd Precinct	$450.00	$ 450.00	$450.00	$ 1,350.00
	Police Academy	$450.00	$ 450.00	$450.00	$ 1,350.00
	Police Headquarters	$600.00	$ 600.00	$600.00	$ 1,800.00
	Police Impound	$400.00	$ 400.00	$400.00	$ 1,200.00
	Police Special Operations Facility	$550.00	$ 550.00	$550.00	$ 1,650.00
	Quigley House	$400.00	$ 400.00	$400.00	$ 1,200.00
	Richards DAR House	$400.00	$ 400.00	$400.00	$ 1,200.00
	Rickarby Recreation Center	$400.00	$ 400.00	$400.00	$ 1,200.00
	S.A.I.L Center	$400.00	$ 400.00	$400.00	$ 1,200.00
	Saenger Theater	$1,200.00	$ 1,200.00	$1,200.00	$ 3,600.00
	Springhill Recreation Ctr	$400.00	$ 400.00	$400.00	$ 1,200.00
	Sullivan Recreation Center	$400.00	$ 400.00	$400.00	$ 1,200.00
	Tardy Cottage	$400.00	$ 400.00	$400.00	$ 1,200.00
	Taylor Park Community Ctr	$400.00	$ 400.00	$400.00	$ 1,200.00
	Technology Center - MIT	$400.00	$ 400.00	$400.00	$ 1,200.00
	Telecommunications Bldg	$500.00	$ 500.00	$500.00	$ 1,500.00
	Tillman's Corner Comm. Ctr	$400.00	$ 400.00	$400.00	$ 1,200.00
	Toulminville Library	$550.00	$ 550.00	$550.00	$ 1,650.00
	Tricksey Senior Center	$400.00	$ 400.00	$400.00	$ 1,200.00
	TSAC (Woodcock)	$800.00	$ 800.00	$800.00	$ 2,400.00
	West Regional Library	$1,200.00	$ 1,200.00	$1,200.00	$ 3,600.00
	Western Administrative Complex (WAC)	$1,000.00	$ 1,000.00	$1,000.00	$ 3,000.00
	Totals	$58,625.00	$ 59,025.00	$59,225.00	$ 176,875.00

1. BID INCLUDES:
Addendum Number 1, Dated 12/09/2022
Addendum Number _____, Dated _____
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. 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 Dec. 14th, 20 22

Sworn to and subscribed before me this Dec 14 **day of 20** 22

Notary Public

END OF SECTION

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-013-23 Current Date 11 / 15 / 22

Project Description Service Contract - Fire Alarm Systems Inspections & Testings

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

The Service Contract work will be performed solely by a Contractor. No subcontrators will be utilized. The low-bidder will be determined by the lowest hourly rate and material mark-up percentage.

Cassie Boatwright
Requested By (Department Director)

(Signature) (Title) Director (Date) 11/16/2022

(251) 208-7627
Telephone Number

BOATWRIGHT@CITYOFMOBILE.ORG
Email Address

Archnique Kidd, Supplier Diversity Manager
Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) 12/5/2022 (Date)

Approved By (CAO)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

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

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	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-013-23
Project Description	Fire Alarm Systems Inspections and Testing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 35 Female 3 Minority 3 Non-minority _____ SDVO _____ Total #of Employees 41

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeremy Davidson

Signature: Jeremy Davidson Date: 01-30-2023

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: 228-471-1128

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 Inc Your Bid/Proposal Amount $ 176,875.00 Date: 01/30/2023

_____/ _____/_____ Description Fire Alarm System Inspections

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
N/A						

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: Jeremy Davidson Phone 228-588-3440 Email jeremy@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
		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)

__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

Document Date / Type / Pages	02/21/2002 Certificate of Formation 1 pg.
Document Date / Type / Pages	03/07/2013 Registered Agent Change 2 pgs.

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/03/2023

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
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

INSURERS 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: 157 REVISION NUMBER: 2

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 SCHEDULED AUTOS HIRED AUTOS ONLY 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? (Mandatory In NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	1804237	04/08/2022	04/08/2023	X PER STATUTE OTHER 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

376-483-4 157 2
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 Nicholas R. Zoeven

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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 # 157.2		
CARRIER SEE CERTIFICATE # 157.2	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 157.2

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT #: SC-013-23
PROJECT: VARIOUS CITY OF MOBILE LOCATIONS
CITY OF MOBILE IS INCLUDED AS AN ADDITIONAL INSURED IN RESPECT TO GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY. ALL POLICIES EXCEPT WORKERS COMPENSATION SHALL BE PRIMARY AND NON-CONTRIBUTORY WITH AN OTHER INSURANCE IN FORCE OR WHICH MAY BE PURCHASED BY ADDITIONAL INSURED. WAIVER OF SUBROGATION APPLIES IN FAVOR OF CITY OF MOBILE WITH RESPECT TO GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY, AND WORKERS COMPENSATION. 30 DAY NOTICE OF CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE SHALL APPLY (EXCEPT 10 DAYS FOR NON-PAYMENT).
CONTRACTUAL LIABILITY COVERAGE FOR LIABILITY FOR DAMAGES ASSUMED IN A CONTRACT OR AGREEMENT THAT IS AN "INSURED CONTRACT" IS PROVIDED PER THE CG 00 01, COMMERCIAL GENERAL LIABILITY COVERAGE FORM.
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.

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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 OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified 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. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

M. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. CONTRACT SUM: The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. SCHEDULE OF VALUES: The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. METHOD OF PAYMENT: The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments shall be made on a monthly basis, for completed work as specified.
2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons

resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
4) Claims for damages insured by usual personal injury liability coverage;
5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7) Claims for bodily injury or property damage arising out of completed operations; and
8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
   Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
   The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury	$1,000,000 combined single limit and

Property Damage

Such comprehensive policy shall include the following:

a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
d) Broad Form Property Damage Coverage, including Completed Operations.
e) Personal Injury Liability, with employees exclusions removed.
f) The Service Contractor shall indemnify and save harmless the 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 30 days' prior written notice has been given to the Owner. Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 2. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the 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 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor

arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

Addendum Number 1
SERVICE CONTRACT – SC-013-23 FIRE SYSTEMS INSPECTIONS AND TESTING (VARIOUS LOCATIONS)

Project # SC-013-23

Date: December 9, 2022

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated November 14, 2022. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. **Failure to do so may subject Bidder to disqualification.**

General:

Item 1. All Bidders must have a current City of Mobile Business License at the time of bid submission.

Item 2. A bid bond is required.

Item 3. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises.

Item 4. **Sealed bids are due no later than 2:00pm local time, Wednesday, December 14, 2022.**

REQUESTS FOR INFORMATION:

1. Scope of Work-

   Q. Exhibit C – Device List of the bid documents, does not show any sprinkler devices. We would like to know if these devices are to be tested or are they being tested under a Separate sprinkler system contract the City has with another vendor?

A. The City of Mobile has a fire sprinkler inspection contractor that does test fire sprinkler water flow, backflow preventers and tamper switches. This Fire Alarm Contract SC-013-13 does require inpsection of any communication from panel to any device listed on the fire panel including fire sprinkler devices. Note- There are thirty-one (31) facilities that have fire sprinkler devices.

Q. The contract ask for quarterly inspections but NFPA code only requires annual inspections. Do you require quarterly inspections?

A. The city of Mobile requires three (3) quarterly inspections and one annual inspection per year.

Q. There were a few locations that had no panel listed, Fire Station 16/18, the Quigley House, Richards DAR House.

A. Fire Station 16 and 18, The Quigley House, and Richards DAR House have fire panels.

2. Scope of Work – Payment Reference

Q. I noticed a reference to invoices in Section 01000 Scope of Work 1. B. says the payment must reference "SC-042-19" is that correct? Or would it be SC-013-23?

A. Payment Reference will be SC-013-23.

END OF ADDENDUM NUMBER

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Marc Vassallo, Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Three year contracts with Tetra Tech, Inc and Thompson Consulting Services, LLC, to provide professional services to monitor and track to work of the debris removal contractor and City staff engaged in debris removal after a disaster event for compliance with federal disaster reimbursement requirements. To consult with the City on post disaster debris removal operations.
FEMA Reimbursed.

Amount of Contract:

N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
2022 Agenda Package Thompson Tetra Tech Disaster Monitor	Cover Memo	2/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	2/22/2023 - 12:46 PM
Legal	Kern, Chris	Approved	2/23/2023 -

			12:53 PM
Legal	Kern, Chris	Approved	2/23/2023 - 12:53 PM
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:08 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: Feb 28, 2023 (Date) Item No. _____

Submitted by: Public Services (Department) John Peavy (Department Head)

Sponsored by: Mayor Stimpson (Name) _____ (Title)

Reviewed by: James Delapp (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Disaster Debris Monitoring & Consulting Services - Tetra Tech and Thompson CS.

PURPOSE & SCOPE OF PROJECT:
To provide professional services to monitor and track to work of the debris removal contractor and City staff engaged in debris removal after a disaster event for compliance with federal disaster reimbursement requirements. To consult with the City on post disaster debris removal operations.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: As needed post-disaster @ contract rates

FUNDING SOURCE:

Budget Item: FEMA reimbursed Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: Upon signature

Renewal date of contract (if applicable): 3 years

If not bid, state reason: Professional service.

How many bidders received bid packages (if applicable): 6 + web

How many bidders submitted bids (if applicable): 7

If this is not the lowest bid, explain why not:
Two best qualified proposers were selected. Submissions by Thompson, Tetra Tech, True North, Volkert, Overstreet, WSP USA, And DebrisTech.

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 Thompson Consulting Services, LLC, for three years, renewable for three additional years without further Council approval required, in amounts as necessary at specific unit pricing, to provide post-disaster debris removal monitoring and consulting services, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Tetra Tech, Inc., for three years, renewable for three additional years without further Council approval required, in amounts as necessary at specific unit pricing, to provide post-disaster debris removal monitoring and consulting services, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

Thompson Consulting Services LLC

Contract documents

Disaster Debris Removal
Monitoring and Consulting Services

AGREEMENT

THIS AGREEMENT, made and entered into this_____ day of _____ 2023 **("execution date")**, by and between the City of Mobile, a political subdivision of the State of Alabama hereinafter **referred to as the "City", represented by its Mayor, and** Thompson Consulting Services, LLC, **hereinafter referred to as the** "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Mobile Request for Proposals, RFP No. 5739 (hereinafter Request for Proposals or RFP), City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions for the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with DISASTER DEBRIS MONITORING AND CONSULTING SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposals. Contractor performance of responsibilities in general preparation for generic City storm response, to include training and planning, will commence upon contract execution date. Contractor performance of responsibilities in support of any individual specific event response shall be only upon specific Task Order from the City for that response and shall continue for that specific event response until all performance as required by the RFP is completed related to that specific event response.
3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon execution date and continue for a period of three (3) years, renewable upon written mutual consent of the parties for an additional three-year period, to include upon

renewal mutually agreed-upon reasonable adjustment of unit rates consistent with relevant federal government price and cost indexes, unless cancelled or terminated as provided herein.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.
5. Assignment/Subcontracting. The Contractor shall perform this contract. Assignment shall not be allowed without prior consent of the City. Subcontracting shall be allowed with prior written consent of the City, and is encouraged for the use of disadvantaged business enterprises where qualified. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The City shall have the right to terminate this contract upon receipt of such notice, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for propose of this Agreement.
6. Cancellation. The City of Mobile reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Mobile.
7. Compensation. As compensation for the Contractor providing services to the City as described herein, the City shall pay the Contractor in arrears, based on the submission of invoices for work done and based upon rate schedules defined in Contractor's RFP response.
8. Permits/License. Contractor must secure and maintain any and all permits and licenses required to complete this contract.
9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a way as will permit their inspection.
10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposals throughout the term of this contract.
11. Indemnification. The Contractor shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses,

diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier that is committed by Contractor or the Contractor's agent, Contractor under contract, or other entity for which Contractor is legally liable. Contractor shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Contractor or its agents covered by Contractor's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Contractor to procure and maintain professional liability insurance that satisfies the named requirements. Contractor shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Contractor's liability, or in proportion to the extent Contractor participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Contractor to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

12. Governing Law. The laws of the State of Alabama shall govern this Agreement and venue of any court proceeding to enforce or interpret this agreement shall lie in Mobile County, Alabama.
13. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
14. Civil Rights. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
15. Compliance with Alabama Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal

immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

16. Boycotts. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

17. Additional Federal Clauses:

A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

B. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

C. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:

(i) the contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the contractor fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the contractor under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired

about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

F. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

G. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

H. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

I. PROHIBITION REGARDING COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28 (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

J. U. S. DOMESTIC PREFERENCE

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials "produced in the United States." This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and for manufactured products, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

18. Documents Comprising Contract. The Contract shall include this Agreement for DISASTER DEBRIS MONITORING CONSULTING SERVICES, as well as the following documents, which are incorporated herein by reference:

a. The City of Mobile's Request for Proposals 5739 and all of its addend and attachments; and
b. Contractor's Certificate of Insurance required in Section C of the Request for Proposal and included as Exhibit A to this Agreement; and
c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: The terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for DISASTER DEBRIS MINITORING AND CONSULTING SERVICES pursuant to RFP No. 5739 as of the day and year first written above.

Contractor, Thompson Consulting Services, LLC

BY: _____(Signature) Date: 02/06/2023

Its President (Title)

ACKNOWLEDGEMENT

The State of Florida }

Orange County}

I, Lydia Pena, a Notary Public, in and for said County in said State, hereby certify

that Jon Hoyle whose name as President of Thompson Consulting Services, LLC, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 6th day of February, 2023.

LYDIA PENA
Notary Public - State of Florida
Commission # GG 334200
My Comm. Expires May 13, 2023
Bonded through National Notary Assn.

(Seal)

Lydia Pena
Notary Public

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Mayor

ATTEST:

_____ Date: _____
City Clerk

EXHIBIT A: Contractor's Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2022

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 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 :** Scottsdale Insurance Co — 41297
INSURED THOMINC-03 Thompson Consulting Services, LLC 2601 Maitland Center Parkway Maitland FL 32751	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1773526327 **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:			VRS0006382	1/1/2023	2/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 5,000,000 $ 100,000 $ 5,000 $ 5,000,000 $ 10,000,000 $ 5,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liab Contractors Pollution Liability			VRS0006382	1/1/2023	2/1/2024	Per Claim/Agg Per Claim/Agg	$5 mil/$10 mil $5 mil/$10 mil

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

RE: RFP No. 5555 Disaster Debris Monitoring and Consulting Services;
Certificate holder is named as an additional insured on the General Liability as required by written contract. A 30 day notice of cancellation is also provided as required by written contract. A Waiver of Subrogation is also provided as required by written contract.

CERTIFICATE HOLDER

City of Mobile, Alabama
Procurement Department, Room 4055,
4th Floor South Tower
205 Government Street
Mobile AL 36644

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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THOMENG-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Abby Foster	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609	FAX (A/C, No): (334) 244-0350
	E-MAIL ADDRESS: afoster@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED	INSURER B :	
Thompson Consulting Services, LLC 2601 Maitland Center Parkway Maitland, FL 32751	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAP 3534779	1/1/2023	2/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		WC 3534777	1/1/2023	2/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Mobile, Alabama
Procurement Department, Room 4055,
4th Floor South Tower
Mobile, AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J Durden

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FEE SCHEDULE FORM:

Please provide fee rates at which you intend to bill the City. These rates are to be inclusive of all costs, to include equipment. If there is a category or position for which you would intend to bill the City other than those listed, please use additional space or another form to indicate the applicable unit rate(s). These are expected Year 1 rates. Please indicate inflation factors, if any, desired for Year 2 no increase and Year 3 CPI.

Item	Description	Volume	Unit of Issue	Unit Price	Overtime Hourly Rate
1	Project Manager	Each	Standard hourly rate	$ 53.18	$ 79.77
2	Debris Monitor Supervisor	Each	Standard hourly rate	$ 40.91	$ 61.37
3	Debris Monitors	Each	Standard hourly rate	$ 30.39	$ 45.59
4	Clerical Supervision/ Data Manager	Each	Standard hourly rate	$ 38.45	$ 57.86
5	Clerical Staff & Data Entry [1]	Each	Standard hourly rate	$ 0.00	$ 0.00
6	Other Direct Costs				
7	Mileage		Per mile		N/A
	• All labor rates are to be fully burdened to include all per-diem, taxes, benefits, handling charges, overhead, and profits • Mileage: an all-inclusive mileage rate is to be used which will cover fuel-maintenance, repairs, insurance, etc. No additional charges are to be billed. • Mileage Price may be adjusted up or down if the actual prevailing price per gallon of gas differs at the time service is provided. The parties will agree on the current prevailing price per gallon as soon as possible after the contractor issued notice to proceed for a specific event.				

COMPANY NAME:

Thompson Consulting Services, LLC

[1]Clerical Staff & Data Entry positions are not required due to efficiencies of Thompson's Automated Debris Management System (ADMS), therefore will not be charged the City.

SECTION 5
Required Forms & Certifications

Thompson has completed and included the following forms in the subsequent pages of this section:

- Signature Page
- Vendor References Form

INSTRUCTIONS FOR SUBMITTING PROPOSALS

All proposals shall be signed in ink by an authorized principal of the firm.
Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and the title of the proposal.
Proposals are to be submitted to: City of Mobile, Procurement Department, Room 405S, 4th Floor, South Tower, 205 Government Street, Mobile, AL 36644 by 4:00 P.M November 17,2022.
Proposers shall submit one (1) original and one electronic copy.
Proposers my use these forms or may generate a similar document with the required information.

SIGNATURE PAGE

Vendor Name: Thompson Consulting Services, LLC

Vendor Address: 2601 Maitland Center Parkway

Maitland, Florida 32751

Phone: 407-792-0018

Main POC/Title for RFP Jon Hoyle, President

Email Address info@thompsoncs.net

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature: _____

Printed Name: Jon Hoyle

Title: President

Date: 11/9/22

Do you take any exceptions or wish to state any clarifications to the terms of this RFP?

Yes_____ No__X__

If "Yes," please attach a separate page indicating those exceptions or clarifications.

Tetra Tech Inc

Contract documents

Disaster Debris Removal
Monitoring and Consulting Services

AGREEMENT

THIS AGREEMENT, made and entered into this_____ day of _____ 2023 ("execution date"), by and between the City of Mobile, a political subdivision of the State of Alabama hereinafter referred to as the "City", represented by its Mayor, and Tetra Tech, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Mobile Request for Proposals, RFP No. 5739 (hereinafter Request for Proposals or RFP), City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions for the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with DISASTER DEBRIS MONITORING AND CONSULTING SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposals. Contractor performance of responsibilities in general preparation for generic City storm response, to include training and planning, will commence upon contract execution date. Contractor performance of responsibilities in support of any individual specific event response shall be only upon specific Task Order from the City for that response and shall continue for that specific event response until all performance as required by the RFP is completed related to that specific event response.
3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon execution date and continue for a period of three (3) years with the option to renew for an additional three-year period. Upon written request from Contractor no less than

sixty (60) days prior to each anniversary date of the agreement and at the discretion of Client, an annual price increase may be negotiated. It is the intent of Client to not allow a price increase greater than the Consumer Price Index for All Consumers (CPI-U) for the latest twelve-month period reported at the time of request. Client shall consider a price adjustment on a case-by-case basis upon the written request of Contractor. All price increases shall be at the sole discretion of Client.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.
5. Assignment/Subcontracting. The Contractor shall perform this contract. Assignment shall not be allowed without prior consent of the City. Subcontracting shall be allowed with prior written consent of the City, and is encouraged for the use of disadvantaged business enterprises where qualified. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The City shall have the right to terminate this contract upon receipt of such notice, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for propose of this Agreement.
6. Cancellation. The City of Mobile reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Mobile.
7. Compensation. As compensation for the Contractor providing services to the City as described herein, the City shall pay the Contractor in arrears, based on the submission of invoices for work done and based upon rate schedules defined in Contractor's RFP response.
8. Permits/License. Contractor must secure and maintain any and all permits and licenses required to complete this contract.
9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a way as will permit their inspection.

10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposals throughout the term of this contract.
11. Indemnification. The Contractor shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier that is committed by Contractor or the Contractor's agent, Contractor under contract, or other entity for which Contractor is legally liable. Contractor shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Contractor or its agents covered by Contractor's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Contractor to procure and maintain professional liability insurance that satisfies the named requirements. Contractor shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Contractor's liability, or in proportion to the extent Contractor participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Contractor to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.
12. Governing Law. The laws of the State of Alabama shall govern this Agreement and venue of any court proceeding to enforce or interpret this agreement shall lie in Mobile County, Alabama.
13. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
14. Civil Rights. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of

the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

15. Compliance with Alabama Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

16. Boycotts. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

17. Additional Federal Clauses:

A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

B. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

C. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:

(i) the contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the contractor fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the

bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the contractor under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be

directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

F. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

G. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

H. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

I. PROHIBITION REGARDING COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28 (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

J. U. S. DOMESTIC PREFERENCE

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials "produced in the United States." This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and for manufactured products, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

18. Documents Comprising Contract. The Contract shall include this Agreement for DISASTER DEBRIS MONITORING CONSULTING SERVICES, as well as the following documents, which are incorporated herein by reference:

a. The City of Mobile's Request for Proposals 5739 and all of its addend and attachments; and
b. Contractor's Certificate of Insurance required in Section C of the Request for Proposal and included as Exhibit A to this Agreement; and
c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: The terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for DISASTER DEBRIS MINITORING AND CONSULTING SERVICES pursuant to RFP No. 5739 as of the day and year first written above.

Contractor, Tetra Tech, Inc.

BY: _____(Signature) Date: 02/10/2023

Its Business Unit President (Title)

ACKNOWLEDGEMENT

The State of Florida }

Orange County}

I, Marina Armanious, a Notary Public, in and for said County in said State, hereby certify that Jonathan Burgiel whose name as Business Unit President of Tetra Tech, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 10th day of February, 2023

_____
(Seal) Notary Public

MARINA ARMANIOUS
Notary Public-State of Florida
Commission # HH 50694
My Commission Expires
October 05, 2024

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Mayor

ATTEST:

_____ Date: _____
City Clerk

EXHIBIT A: Contractor's Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 02/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Tetra Tech, Inc.
2301 Lucien Way
#120
Maitland FL 32751 USA

COVERAGES **CERTIFICATE NUMBER:** 570097816912 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			GL0181740604	10/01/2022	10/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X X,C,U Coverage						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
A	**AUTOMOBILE LIABILITY**			BAP 1857085 04	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			WC254061604	10/01/2022	10/01/2023	X PER STATUTE OTH-	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**	N / A		WC185708704	10/01/2022	10/01/2023	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

City of Mobile
205 Government St.
Mobile AL 36644 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : 309

Certificate No : 570097816912

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FEE SCHEDULE FORM:

Please provide fee rates at which you intend to bill the City. These rates are to be inclusive of all costs, to include equipment. If there is a category or position for which you would intend to bill the City other than those listed, please use additional space or another form to indicate the applicable unit rate(s). These are expected Year 1 rates. Please indicate inflation factors, if any, desired for Year 2 *Please see below **and Year 3** *Please see below**.**

Item	Description	Volume	Unit of Issue	Unit Price	Overtime Hourly Rate
1	Project Manager	Each	Standard hourly rate	$49.00	$73.50
2	Debris Monitor Supervisor	Each	Standard hourly rate	$48.00	$72.00
3	Debris Monitors	Each	Standard hourly rate	$29.50	$44.25
4	Clerical Supervision/ Data Manager	Each	Standard hourly rate	$45.00	$67.50
5	Clerical Staff & Data Entry	Each	Standard hourly rate	-	-
6	Other Direct Costs	Special costs such as boat rental and marine expenses shall be billed at cost without mark-up.			
7	Mileage		Per mile	$0.0625	N/A
	• All labor rates are to be fully burdened to include all per-diem, taxes, benefits, handling charges, overhead, and profits • Mileage: an all-inclusive mileage rate is to be used which will cover fuel-maintenance, repairs, insurance, etc. No additional charges are to be billed. • Mileage Price may be adjusted up or down if the actual prevailing price per gallon of gas differs at the time service is provided. The parties will agree on the current prevailing price per gallon as soon as possible after the contractor issued notice to proceed for a specific event.				

*The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

COMPANY NAME:

Tetra Tech, Inc.

	Standard Hourly Rate	Required Based on City Scope of Work	Not Required but Highly Recommended
Operations Manager	$48.00*		**X**
GIS Analyst	$55.00*		**X**
Billing/Invoice Analyst	$45.00*	**X**	
Arborist	$65.00*		**X**
Debris Planning Consultant	$125.00		**X**
Public Assistance Consultant	$95.00	**X**	
Call Center Staff	$32.00*		**X**

Based on our experience completing similar work across more than 600 disaster debris monitoring missions, Tetra Tech has included additional positions for the City's consideration outside of cost evaluation. We have divided these positions into two primary categories:

- ***Positions likely required based on the City's scope of work.*** Specific scope areas, such as FEMA grant compliance, may require specialized attention from staff not allocated for in the original Fee Schedule Form.
- ***Positions not required but highly recommended based on experience.*** These value-added positions increase efficiency, compliance, and consistency across project operations.

The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

***Overtime rates would apply at 1.5 times standard hourly rate.**

RFP 5739

Scoring Tab and RFP

Scoring Table – RFP 5739 Disaster Debris Monitoring & Consulting Services

	WSP USA Solutions Inc	Volkert, Inc.	True North Emergency Management/ Neel-Schaffer	Thompson Consulting Services	Tetra Tech, Inc.	Overstreet and Associates, PLLC	DebrisTech LLC
Experience & Resources (30 points)	24	27	27	28	30	11	24
Project Management Team (20 Points)	15	19	16	18	19	10	13
Plan to Provide Services (30 points)	20	25	27	27	29	9	24
Price (20 points)	8	18	16	19	18	12	18
Total	**67**	**89**	**86**	**92**	**96**	**42**	**79**

Request for Proposals
Disaster Debris Monitoring & Consulting Services
RFP No. 5739

CITY of MOBILE
PUBLIC SERVICES DEPARTMENT

Proposals Due: 4:00 pm, November 17, 2022

REQUEST FOR PROPOSALS

DISASTER DEBRIS MONITORING AND CONSULTING SERVICES

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Exhibit A **Proposal Submission Documents**

SECTION A. GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. **OBJECTIVE:**

The City of Mobile is seeking proposals from qualified firms (referred to herein interchangeably as Vendors, Firms, Contractors, Consultants, or Bidders) to contract for three years for disaster debris removal monitor and consulting services. The contract will be awarded effective approximately December 1, 2022, with specific tasking as necessary in response to debris-generating disaster events during the contract period.

2. **SUBMISSION OF PROPOSAL:**

a. Sealed proposals, consisting of one paper and one electronic copy (flash drive or CD), will be accepted until 4:00 P.M. November 17, 2022 by the City of Mobile Procurement Department, 4th Floor, South Tower, Room 405S 205 Government Street, Mobile, AL 36644. The US Mail address for proposals is City of Mobile, Procurement Department, PO Box 1948, Mobile AL 3633. The name and address of the firms, and the words "RFP 5739 , Disaster Debris Monitoring" shall be placed on the outside of the envelope.

b. Proposals must follow the format and content requirements set in Exhibit A. Concise submissions are preferred. City Staff will evaluate the proposals received, based on responsiveness to the evaluation criteria, and based on the information being provided on the required sequence. No bid or performance bond is required. Proposals will consist of the following components:

(1) Signature Page
(2) Vendor References from at least four customers
(3) Fee schedule
(4) Experience Narrative
(5) Project Management Team
(6) Project Approach Narrative – how you intend to perform the work to include any technology or best practices you will include.

c. Exceptions to any of the terms contained in this RFP or the attached service sample service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Vendor's desire to take exception to a term will not disqualify it from consideration for award.

3. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent by e-mail to Purchasing@CityofMobile.org no later than 4:00 pm, November 9, 2022. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part

of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

4. **COSTS INCURRED BY VENDORS:**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Vendor(s). No payment will be made for any responses received, or for any other effort required of, or made by the Vendor(s) prior to contract commencement.

5. **ORAL PRESENTATIONS:**

The City may request an oral presentation or subsequent clarification of any proposal at the City's sole discretion, and may adjust scoring based on additional information received.

6. **WITHDRAWAL OF PROPOSAL:**

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal will be accepted.

7. **LATE PROPOSALS OR MODIFICATIONS:**

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set of the proposal submitted will be accepted.

8. **LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS:**

The laws of the State of Alabama apply to any purchase made under this Request for Proposal. It is anticipated that federal grant funding will be used in whole or part to fund services under this contract. The required contract clauses found in 2 CFR, Part 200, Appendix II, will be included as part of the contract document for this solicitation. Vendors shall comply with all local, state, and federal directives, order, and laws as applicable to this proposal and subsequent contracts(s) including by not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract. Vendors certify by submission of a proposal that they have not and will not use federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining and Federal contract, grant, or any other award covered by 31 USC Section 1352.

9. **COLLUSION**

Contractor proposals must be offered without previous understanding, agreement, or connection with any other contractor making a proposal for the same item(s), and with the intention that Contractor's proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

10. **CITY INDEMNIFICATION:**

a. The Contractor shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect, or misconduct of the said Contractor; or by or on account of any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

b. The successful Contractor will be asked to indemnify the City and hold it harmless from and against all claims, liability, loss, damage, or expense, including counsel fees, arising from or by reason or any actual or claimed trademark, patent, or copyright infringement or litigation based thereon, with respect to the goods or any part hereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

11. **PAYMENTS/INVOICES:**

Payment will be made in arrears for services rendered upon presentation of timely presented invoices at regular intervals based upon the agreed upon labor rates and hours, and documented allowable expenses. Invoices are subject to potential federal timeliness and documentation requirements, and Contractor must be responsive to those requirements to receive payment. The Contractor must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Contractor is responsible for immediately notifying the City of any company name change, which would cause invoicing to change from the name used at the time of the original RFP.

12. **CANCELLATION:**

a. The City of Mobile reserves the right to cancel a resulting contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the Contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City.

13. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The selected Contractor shall perform the resulting contract, but may employ subcontractors with the consent of the City. The City expects Contractor to exercise good faith efforts to use certified disadvantaged business enterprises (DBEs), as required by City of Mobile Code Section 14-10, when subcontractors are employed. The selected Contractor is required to report subcontractor

usage, including good faith efforts to employ certified DBEs as subcontractors, with each payment application/invoice. In exercising good-faith efforts, Contractor is expected to consult with the City Supplier Diversity Manager if unable to meet City Code performance goals in the use of DBE subcontractors. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City with thirty (30) calendar days of the contractor's notice or such action or upon the occurrence of said action, whichever occurs first.

14. **NON-EXCLUSIVE CONTRACT:**

Award of a contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. There may not be an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such actin to be in the City's best interest. In the case of multiple term contracts, this provision shall apply separately to each term.

15. **ADD/DELETE LOCATIONS/SERVICES:**

The City reserves the right to unilaterally add or delete locations/services, either collectively or individually at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interest of the City. In such case, the Contractor(s) will be required to provide such services to this contract in accordance with the terms, conditions and specifications.

16. **PROTEST PROCEDURE**

a. Proposal Protests:

Any actual or prospective bidder/vendor, who is allegedly aggrieved in connection with the issuance of the proposal package or pending award of a contract, may protest to the City Attorney. The City Attorney will review protest submissions and will make the final determination regarding the protest.

b. Requirements to Protest:

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the proposal package.
(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m. on the fifth business day after the posting of either the contract award recommendation or the contract award itself, whichever is earlier. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

17. **EVALUATION CRITERIA:**

Section D indicates the criteria that will be used by the City to evaluate and score responsive and qualified proposals. Contractors shall include sufficient information to allow the City to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and

ranked by an evaluation committee. The contract will be awarded to the most qualified contractor, per the evaluation criteria.

18. **PRICING/PERIOD OF CONTRACT:**

The contract shall be for a period of three (3) years from the date of execution of the agreement. Pricing shall be on a per-unit basis for services based on the fee schedule included in Exhibit A, and may include annual inflation adjustments. Please see Section E for a sample contract document.

19. **PROPOSAL SUBMITTAL COPIES:**

Proposers shall submit one original signed copy, and one electronic copy on flash drive or CD.

20. **TIME LINE:**

Following is a listing of actions and anticipated dates; the City reserves the right to change the dates, if necessary.

a.	Advertising and Publishing RFP	10-27-2022
b.	Deadline for Questions/Clarifications	11-09-2022
c.	Addendum Published by (if needed)	11-10-2022
d.	Proposal Submittal Date	11-17-2022

SECTION B. INSURANCE AND BONDS

The successful Contractor, at time of contract award, shall furnish proof of Worker's Compensation coverage, Automobile Liability Coverage and Comprehensive General Liability Insurance. No bond is required. Contractor shall take out and maintain during the life of the contract the following insurance:

a. **Worker's Compensation – Employers Liability Insurance**

Statutory – amount of coverage as required by law of the place in which the work is performed.

b. **Comprehensive – Commercial General Liability Insurance**

(1) Public Liability including premises, products, and complete operations.

Bodily injury liability
$500,000 – each person
$1,000,000 – each occurrence

Property damage liability
$500,000 – each occurrence

Or, in lieu of 1 and 2 above,
Bodily injury and Property Damage combined
$1,000,000 – single limit

(3) General Aggregate per project - $2,000,000

c. **Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles**
(1) Bodily injury liability
$250,000 – each person
$1,000,000 – each occurrence

(2) Property damage liability
$500,000 – each occurrence

Or, in lieu of a and b above,
(3) Bodily injury and property damage combined
$1,000,000

SECTION C. SCOPE OF WORK

1. **GENERAL:**

a. Contractor is to provide debris management expertise and debris collection tracking and monitoring services following a debris-generating event such as a hurricane or major storm or flood event. Collection monitoring is necessary to assure Federal Emergency Management Agency (FEMA) emergency plan, debris removal contract, and federal disaster reimbursement requirements are met. The work includes monitoring the debris removal from public access roads, rights-of way, and public property, by City debris removal teams and contractors, to assure that the debris management plan contracts are effectively and efficiently implemented, as well as compliance with all state, federal and local requirements in effect at the time services are performed.

b. Upon City notification to Contractor in the event of a debris-generating disaster event (Notice to Proceed), Contractor will identify and assign Contractor's Project Manager. Contractor must be prepared to deploy debris monitors to pre-designated loading and disposal sites within 24 hours from the notice to proceed. The Contractor will scale its staffing from this point depending on the severity of the debris-managing event. Contractor must be able to timely and adequately staff sufficient personnel and equipment to meet the needs of the City debris removal effort. The work shall begin on notice to proceed and continue for 60 days, unless extended by the City with 10 days written notice.

c. The Contractor shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet and cold weather clothing to comply with all federal, state, and local requirements.

d. The Contractor will provide debris monitors with the means to communicate (cell phone, satellite phone, radio, etc.) with their supervisor and appropriate city personnel. Contractor supervision is responsible for resolving issues with truck drivers, and other Contractor personnel. City has the discretion to require Contractor to remove and replace any monitor.

e. The Contractor will provide its own temporary office space and temporary sanitary facilities as necessary.

f. The Contractor shall carefully document all debris removal activities using the documentation methods set out in these bid specifications and those required under AEMA and FEMA guidelines and regulations. Additionally, where applicable, the monitoring services Contractor shall communicate with FEMA to ensure the documentation being used satisfies FEMA verification requirements. Contractor is expected to liberally use tagged photographic documentation to verify and record the eligibility of leaning and hanging debris. Proposals must demonstrate the Contractor's ability to properly document all activities as required herein.

g. When monitoring tree pruning and removal efforts, Contractor will be familiar with ANSI A300 tree care standards and be prepared to consult with City and debris removal contractors to observe, report, and promote healthy tree recovery.

2. **PRE-EVENT REQUIREMENTS**.
Contractor will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. Contractor will, at no cost to the City:

a. Provide City full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.

b. Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.

c. Participate in annual workshops or planning meetings with City representatives and debris hauling and disposal contractor(s) to establish/review applicable policies and procedures.

3. **POST-EVENT- GENERAL REQUIREMENTS**.
Contractor will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or City employees. Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites. Contractor shall supply one field supervisor to oversee no more than 10 loading and tower/site debris monitors. Contractor shall remove and replace employees immediately upon notice from the City for conduct or actions not in keeping with this contract. For purposes of proposal pricing,

the City plan provides for Contractor staffing in the following specific position areas, but the City recognizes Contractor may suggest other positions.
a. Project Manager
b. Field Monitor Supervisors
c. Field Monitors – Loading Site & Roving, Tower & Disposal Site
d. Clerical Supervisors or Data &Technical Managers
e. Clerical Staff & Data Entry Clerks

4. **POST-EVENT - STAFFING POSITIONS**.
a. **PROJECT MANAGER**. The monitoring services Contractor shall have a project manager assigned to the City at the time of contract activation and shall provide the City with adequate contact information regarding this person at its initial response to the Notice to Proceed. The Contractor must show that Contractor will be able to assign a project manager to the City at the time of responding to a Notice to Proceed and that said project manager will be able to perform all duties set out herein. The project manager shall be someone with authority to handle all issues which arise throughout the project period. The manager shall be knowledgeable and experienced in handling issues with debris removal activities and/or AEMA, FEMA, and FHWA related issues. Additionally, the project manager shall perform, at a minimum, each of the following duties:

(1) meet with designated personnel from the City immediately upon receipt of the Notice to Proceed to discuss the scope of services expected as authorized under the monitoring services contract,

(2) remain on site during all work hours throughout the length of the project,

(3) schedule and coordinate daily monitoring services with both the debris removal contractor and designated City personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities,

(4) provide documents and estimates to assist the City in planning and executing the debris removal activities,

(5) attend and participate in meetings and press conferences with designated City personnel as determined necessary by the City,

(6) oversee and supervise all activities of the monitoring services contractor, including field workers, throughout the project,

(7) regularly communicate with designated City staff to keep the City informed of all aspects of both the debris removal activities and monitoring activities,

(8) provide input to the City to improve efficiency of collection and removal of debris,

(9) identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris.

b. **FIELD MONITOR SUPERVISORS**. Contractor will provide one debris monitoring field supervisor for no more than 10 debris loading site debris monitors. Services include, but are not limited to:

(1) Overseeing and supervising loading site and disposal site debris monitoring activities.

(2) Scheduling debris monitoring resources and deployment timing.

(3) Communicating and coordinating with City/County personnel.

(4) Providing suggestions to improve the efficiency of collection and removal of debris.

(5) Coordinating daily activities and future planning.

(6) Remaining in contact with debris management/dispatch center or supervisor.

(7) Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility.

(8) Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY.)

(9) Documenting and recording measurements and computations.

(10) Documenting truck hauling compartment condition using digital photographs.

(11) Ensuring all truck certifications are complete and available to all parties.

c. **DEBRIS MONITORS.**
Contractor will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Services include, but are not limited to:

(1) Debris Loading Site & Roving Monitors

Consultant will perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

(a) Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations.
(b) Monitoring collection activity of trucks.

(c) Issuing load tickets at loading site for each load.
(d) Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met, and trucks and equipment are operated safely. Notify supervisors of concerns regarding the safe operation of trucks and equipment.
(e) Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal.
(f) Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment.
(g) Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor).
(h) Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area. Notify supervisor/manager of any concerns regarding inadequate debris clearance.
(i) Properly monitoring and recording performance and productivity of debris removal crew.
(j) Remaining in regular contact with debris management/dispatch center or supervisor.
(k) Ensuring that loads are contained properly before leaving the loading area.
(l) Ensuring that only eligible debris is collected for loading and hauling.
(m) Ensuring that only debris from approved public areas is loaded for removal.
(n) Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel.

(2) Debris Tower & Disposal Site Monitors

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

(a) Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations.
(b) Documenting measurements and computations.
(c) Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket.
(d) Initialing/validating each load ticket before permitting trucks to proceed from the check-in area to the tipping area.
(e) Remaining in regular contact with debris management/dispatch center or field supervisor.
(f) Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel.

d. **CLERICAL SUPERVISORS & DATA-TECHNICAL MANAGERS**

Consultant will provide a clerical/data entry supervisor to coordinate data entry and information management or manage GIS or other data systems. Services may include, but are not limited to:

(1) Supervising the preparation of detailed estimates and submitting them to the City debris manager.

(2) Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes.

(3) Providing daily, weekly, or other periodic reports for the City debris manager noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.

e. **CLERICAL STAFF & DATA ENTRY CLERKS**

Consultant will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the Contractor's information management systems and to respond to specific directions from the data entry supervisor.

5. DOCUMENTATION REQUIREMENTS:

a. Contractor's primary responsibility will be to fully account for debris removal costs with a load-ticket process that provides a comprehensive information and documentation trail for FEMA Public Assistance program reimbursement. Contractor is to provide, implement, maintain, and use Automated Debris Management System technology, with data generated clearly displaying loading monitor and tower/site monitor names, load times, and locations so that an individual's daily activities can be easily reviewed. Contractor's monitors should use tower-monitoring logs, roving monitor reports, daily issue logs, and truck certification forms as part of their reporting process. Observations and reports must be backed up with digital photographs and video as necessary.

b. Contractor's work and documentation must reflect the latest FEMA guidance, including the most recent version of FEMA's Public Assistance Debris Monitoring Guide.

c. Contractor invoices must fully document work performed, including the use of any subcontractors and good-faith efforts to employ DBEs, in a mutually agreed upon format and timing.

6. SAFETY:

a. Contractor will develop, implement, and provide City a safety plan for its work. All Contractor personnel must wear required safety equipment whenever on a debris management site. The following are mandatory: hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.

b. The contractor will maintain a telephonic contact list at each loading site and debris management site of the Contractor's supervisor, City, nearest fire, police, and emergency medical facilities.

c. The Contractor will ensure that Contractor's personnel adhere to all debris management site safety requirements.

7. **OTHER CONSIDERATIONS:**

a. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform the work.

b. The Contractor must be duly licensed in accordance with federal, state, and local statutory and regulatory requirements to perform the work. The contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits and/or licenses shall be submitted to the City before commencing work.

c. The Contractor shall be responsible for correcting any notices of violations issued as a result of Contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.

d. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include, but are not limited to: site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on the City by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractor, or any other persons, corporations, or legal entities retained by the Contractor under this contract.

e. The Contractor must attend all meetings required by the City to evaluate performance of all monitors or to discuss any open contract issues.

f. The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meet the requirements and intent of this contract.

g. The Contractor shall adhere to the requirements of the Stafford Act.

h. The Contractor will cooperate with and provide responsive records to any audit or investigation related to Contractor's debris monitoring and consulting work for the City.

SECTION D. EVALUATION CRITERIA:

Each proposal submitted shall be evaluated and ranked by an evaluation committee, per the evaluation criteria listed below:

Criteria	Weight
Experience and Resources of the Firm	**30**
• Corporate history and resources.	
• Experience and prior performance in relevant business areas, especially storm debris removal.	
• Firm capacity to respond to multiple simultaneous contract commitments.	
• Experience with FEMA programs, funding issues, and compliance resolution.	
• Prior performance on contracts for similar scope and size.	
Project Management Team Credentials	**20**
• Assurance of dedicated project team.	
• Education, professional licenses, relevant experience of key team members.	
• Use of Disadvantaged Business Enterprises (DBEs)	
Plan to Provide Services Required	**30**
• Your mobilization and deployment plan, to include your affiliation with and use of DBE subcontractors and persons.	
• Pre-event engagement you will provide.	
• Tools and processes that will be used to efficiently and effectively monitor debris removal contractors, to include especially compliance with FEMA requirements.	
• Features of the technology you will use.	
• How you will support City's FEMA documentation and cost-recovery processes.	
Price	**20**
• Consistency with Market Pricing and Comparative with Other Proposals.	
• Cost efficiency tools and processes.	
TOTAL	**100**

SECTION E. SAMPLE AGREEMENT

AGREEMENT

THIS AGREEMENT, made and entered into this_____ day of _____ 2015, by and between the City of Mobile, a political subdivision of the State of Alabama hereinafter referred to as the "City", represented by its Mayor, and _____ Hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Mobile Request for proposal, RFP No. (hereinafter Request for Proposal or RFP), City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions for the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with DISASTER DEBRIS MONITORING AND CONSULTING SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.
3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon a Notice to Proceed and continue for a period of three (3) years, unless cancelled or terminated as provided herein.

SAMPLE

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.
5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The City shall have the right to terminate this contract upon receipt of such notice, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for propose of this Agreement.
6. Cancellation. The City of Mobile reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Mobile.
7. Compensation. As compensation for the Contractor providing services to the City as described herein, the City shall pay the Contractor in arrears, based on the submission of invoices for work done.
8. Permits/License. Contractor must secure and maintain any and all permits and licenses required to complete this contract.
9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a way as will permit their inspection.
10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract.

SAMPLE

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by, any person, persons or property by or from the said Contractor, or by or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements or by or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The first ten dollars ($10.00) of compensation received by the contractor represents specific consideration for his indemnification obligation.
12. Governing Law. The laws of the State of Alabama shall govern this Agreement.
13. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
14. Civil Rights. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
15. Compliance with Alabama Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

SAMPLE

16. Boycotts. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

17. Additional Federal Clauses:

A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

B. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

C. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:

(i) the contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

SAMPLE

(iii) the contractor fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of

SAMPLE

notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the contractor under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,

SAMPLE

discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. ENERGY POLICY AND CONSERVATION ACT STATEMENT

SAMPLE

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

F. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

G. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

H. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or

her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

I. PROHIBITION REGARDING COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

SAMPLE

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28 (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

SAMPLE

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

J. U. S. DOMESTIC PREFERENCE

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials "produced in the United States." This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and for manufactured products, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

18. Documents Comprising Contract. The Contract shall include this Agreement for DISASTER DEBRIS MONITORING CONSULTING SERVICES, as well as the following documents, which are incorporated herein by reference:
    a. The City of Mobile's Request for Proposal and all of its addend and attachments issued on _____, 2022; and
    b. Contractor's Certificate of Insurance required in Section C of the Request for Proposal; and
    c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: The terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for DISASTER DEBRIS MINITORING AND CONSULTING SERVICES pursuant to RFP No. as of the day and year first written above.

SAMPLE

EXHIBIT A

PROPOSAL SUBMISSION DOCUMENTS

INSTRUCTIONS FOR SUBMITTING PROPOSALS

All proposals shall be signed in ink by an authorized principal of the firm.
Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and the title of the proposal.
Proposals are to be submitted to: City of Mobile, Procurement Department, Room 405S, 4th Floor, South Tower, 205 Government Street, Mobile, AL 36644 by 4:00 P.M November 17,2022.
Proposers shall submit one (1) original and one electronic copy.
Proposers my use these forms or may generate a similar document with the required information.

SIGNATURE PAGE

Vendor Name: _____

Vendor Address: _____

_____

_____

Phone: _____

Main POC/Title for RFP_____

Email Address _____

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Do you take any exceptions or wish to state any clarifications to the terms of this RFP?

Yes_____ No_____

If "Yes," please attach a separate page indicating those exceptions or clarifications.

VENDOR REFERENCES. Please provide the below background information and contact information (an employee at the government agency you supported) for at least 4 customers for whom you have previously performed similar contract services.

Your Company Name:_____

1. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

2. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

3. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

4. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

FEE SCHEDULE FORM:

Please provide fee rates at which you intend to bill the City. These rates are to be inclusive of all costs, to include equipment. If there is a category or position for which you would intend to bill the City other than those listed, please use additional space or another form to indicate the applicable unit rate(s). These are expected Year 1 rates. Please indicate inflation factors, if any, desired for Year 2 _____ and Year 3 _____.

Item	Description	Volume	Unit of Issue	Unit Price	Overtime Hourly Rate
1	Project Manager	Each	Standard hourly rate		
2	Debris Monitor Supervisor	Each	Standard hourly rate		
3	Debris Monitors	Each	Standard hourly rate		
4	Clerical Supervision/ Data Manager	Each	Standard hourly rate		
5	Clerical Staff & Data Entry	Each	Standard hourly rate		
6	Other Direct Costs				
7	Mileage		Per mile		N/A
	• All labor rates are to be fully burdened to include all per-diem, taxes, benefits, handling charges, overhead, and profits • Mileage: an all-inclusive mileage rate is to be used which will cover fuel-maintenance, repairs, insurance, etc. No additional charges are to be billed. • Mileage Price may be adjusted up or down if the actual prevailing price per gallon of gas differs at the time service is provided. The parties will agree on the current prevailing price per gallon as soon as possible after the contractor issued notice to proceed for a specific event.				

COMPANY NAME:

_____

ADDITIONAL NARRATIVE DOCUMENTS:

Experience Narrative to Include:
Company background,
Company resources,
Brief highlights of representative previous responses, including force laydown, performance results, challenges overcome, FEMA claims and your use of DBE subcontractors and persons.

Project Management Team:
Names and brief resumes of key persons that will support this project.
Any DBE subcontractors you propose to include on your team.

Project Plan Narrative – Please describe:
How you intend to perform the work to include any technology or best practices you will employ, and algorithm that will determine your staffing.
How you would work with the City to plan and prepare for mobilization.
How you will staff your team, including how you will recruit, assign, and oversee subcontractors and employees.
How you ensure debris removal firm complies with FEMA requirements.
How you will support the City's claims process with FEMA.

Please attempt to be concise in the narrative documents.

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Nick Amberger, Engineering Dept. and Carleen Stout-Clark, Real Estate Dept.

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

Accept permanent sidewalk easement as needed for the 2023 City Wide Sidewalk Repair and Maintenance Project no. 2023-3005-01, owner donation, no City funds required.

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	2/16/2023
Permanent Sidewalk easement	Exhibit	2/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	2/17/2023 - 10:08 AM
Legal	Kern, Chris	Approved	2/22/2023 - 11:08 AM
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:06 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City hereby accepts a Sidewalk Easement from Board of School Commissioners of Mobile County, on property located in front of Orchard Elementary School for the 2023 City Wide Sidewalk Repair & Maintenance Project No. 2023-3005-01.

Adopted:

_____

City Clerk

PERMANENT SIDEWALK EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Board of School Commissioners of Mobile County**, the Grantor of the County and State aforesaid, in and for the consideration of $10.00 (TEN DOLLARS AND NO CENTS), in hand paid by the CITY OF MOBILE, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further benefit which will accrue to the neighborhood, to the public generally, and to its property, the undersigned Grantor does hereby grant unto the said CITY OF MOBILE, for the 2023 City Wide Sidewalk Repair & Maintenance Project No. 2023-3005-01, its successors and assigns, the easement hereinafter described, over and across the lands of the undersigned for a public sidewalk.

The easement hereby granted, which is located in Mobile County, Alabama, is described as follows, to wit:

See "Exhibit A" attached hereto.
As shown on "Exhibit B" attached hereto.

All work will be done in and orderly manner

TO HAVE AND TO HOLD, the same unto the CITY OF MOBILE, a municipal corporation, its successors and assigns, forever, for a public sidewalk.

"EXHIBIT A"

Commencing at the Northeast Section 5,Township 4 South, Range 2 West, thence continue along the East line of Section 5,Township 4 South, Range 2 West; S0°16'26"E a distance of 3040.14 to a point on the east line of Section 5,Township 4 South, Range 2 West, also being the west lot line of lot 37, Highland Garden and Orchard Subdivision recorded in Deed Book 149 Page 192 of the Probate Court Records, Mobile County, Alabama; said point also being the POINT OF BEGINNING of a sidewalk easement; thence S0°16'26"E a distance of 20 feet more or less along the east line of Section 5,Township 4 South, Range 2 West, to a point on the North right of way line of Howell's Ferry Road (80' R/W); thence continue along said North right-of-way line of Howell's Ferry Road S80°43'34"W 668.26 feet more or less to a point on the North right-of-way line of Howell's Ferry Road, thence continue N00°16'26"W 20 feet more or less to a point; thence continue N80°43'34" E 668.26 feet more or less, to a point on the East line of Section 5,Township 4 South, Range 2 West, and the POINT OF BEGINNING and containing 0.30 Acres more or less. (13,365.20 sq. ft.).

IN WITNESS WHEREOF, the grantor has caused these presents to be executed on this 1 day of January, 2023.

Board of School Commissioners of Mobile County

By: _____
Chresal D. Threadgill

Its: Superintendent of Education

STATE OF ALAMABA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public, in and for said County in said State, do hereby certify that Chresal D. Threadgill, whose name as Superintendent of Education of the Board of School Commissioners of Mobile County, signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer/representative and with full authority, executed the same voluntarily for and as the act of said Board of School Commissioners of Mobile County, on the day the same bears date.

Given under my hand and official seal this the 31st day of January, 2023.

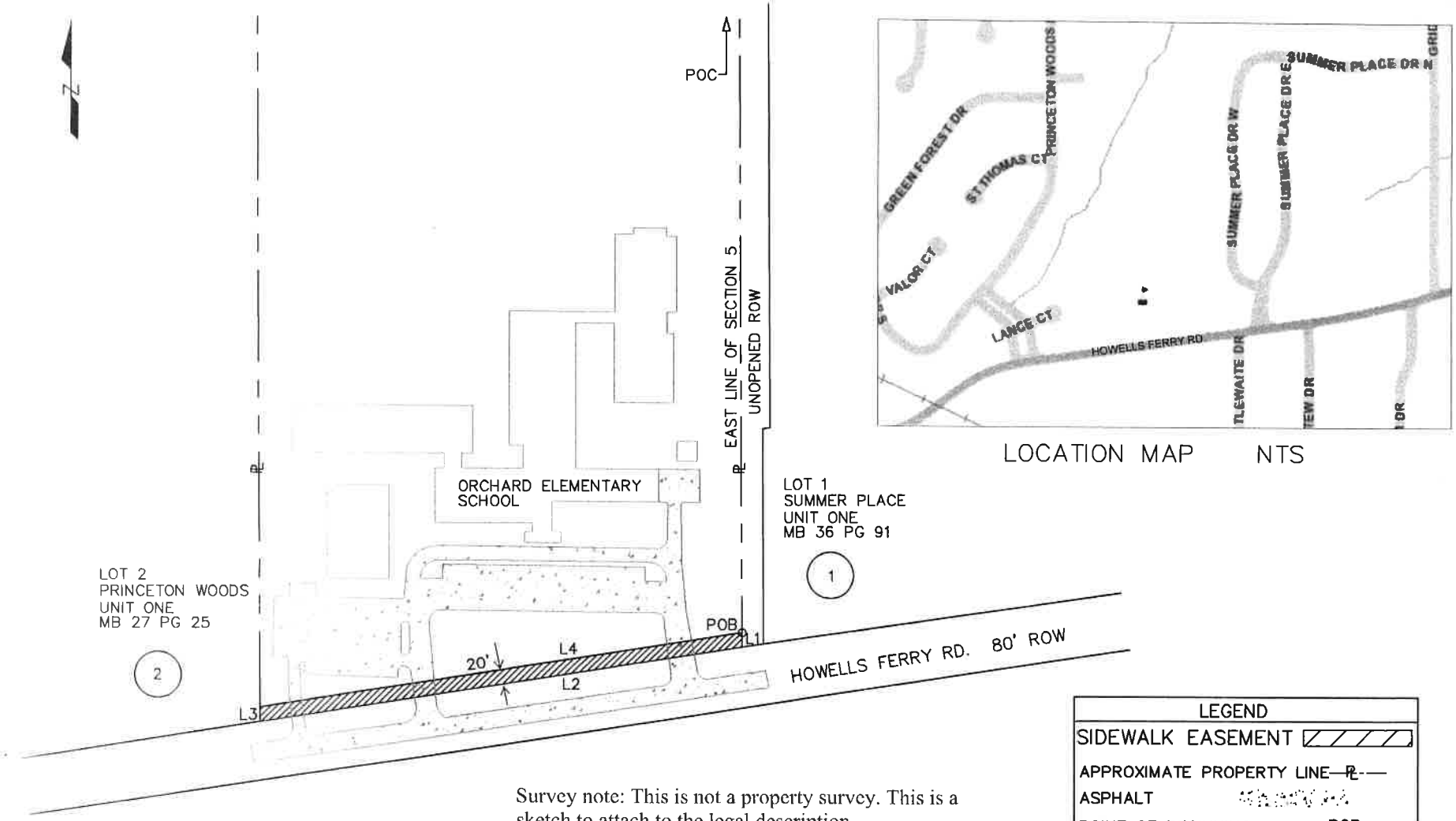
CYNTHIA A. CRUSE-JAMES MY COMMISSION EXPIRES NOVEMBER 6, 2024 NOTARY PUBLIC STATE OF ALABAMA

Cynthia A. Cruse-James

This instrument prepared by:
City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, Alabama 3633

Grantee:
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, Alabama

Grantor:
Board of School Commissioners
1 Magnum Pass
Mobile, AL 36618



LOCATION MAP NTS

Survey note: This is not a property survey. This is a sketch to attach to the legal description.

LEGEND	
SIDEWALK EASEMENT	
APPROXIMATE PROPERTY LINE	℄
ASPHALT	
POINT OF BEGINNING	○POB
POINT OF COMENCEMENT	○POC

SIDEWALK EASEMENT		
LINE	BEARING	DISTANCE
L1	S00°16'26"E	20.00'
L2	S80°43'34"W	668.26'
L3	N00°16'26"W	20.00'
L4	N80°43'34"E	668.26'
AREA = 0.30 ACRES		

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

ORCHARD ELEMENTARY SCHOOL

SIDEWALK EASEMENT

C.O.M. #2023-3005-01

DATE: JANUARY 2, 2022 | DRAWN BY: ACM

"EXHIBIT B"

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/22/2023 - 1:36 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Ten65, LLC to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on February 28, 2023, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Ten65 Transportation, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Quentin D. Agee individually or on behalf of Ten65 Transportation, 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:

Quentin D. Agee

Business Addres

Telephone: 251 895 0602 Trade Name Ten65 Transportation, LLC

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: SSN:

Residence Address:

1900 Rachael Court	mobile	AL	36695
Address	City	State	Zip code

Telephone Number: 251 895 0602 Driver's License #:

Residing in Mobile County: Years: 35 Months:

U.S. Citizenship: Yes ✓ No

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Quentin Agee	Tenos Transportation, LLC	1900 Rachael Ct - Mobile, AL 36695	100%

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☑ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Any + All

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: GMC	Year: 2020	Model: Sierra
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.

Quentin D. Agee
Applicant's Signature

NAME OF ENTITY:

Tamecca S. Bell

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 27th **DAY OF** January, **20** 23

Tamecca S. Bell
Notary Public

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Quentin Dionysos Agee

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'8"

Weight: 180

Hair Color: B

Eye Color: B

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.

Quentin D. Agee
Signature

01/27/2023
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: Quentin Dionysos Agee

Date of Birth: _____ Security #: _____

Present Address_____ 5

Home Phone Number: 251 895 0602 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: State of Alabama - 739 N. University Blvd - Mobile, AL 36608

Present Position/Title: Disability Specialist

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Quentin D. Agee
Signature

01/27/2023
Date Signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	AGEE, QUENTIN DIONYSOS		
Address:		**Nick Name:**	
Phone:	251-895-0602		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	35
Weight:	165	**Eyes:**	BROWN
Height:	5'08"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:** [illegible]	**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:
NO RECORD
CHECKED BY: [signature]
DATE: 1/27/23

THE CITY OF MOBILE, ALABAMA
With Respect for Everyone
POLICE DEPARTMENT

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

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

RESOLUTION

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

Adopted:

_____

City Clerk

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

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

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

Lisa C. Lambert
City Clerk

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

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

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

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

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

AND

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

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

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

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

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

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

AN ORDINANCE 2023

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

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

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

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

AND

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

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

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

Adopted:

_____

Lisa Lambert, City Clerk

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

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

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

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 22, 2023

Adam Metcalfe
5 Dauphin Street
Mobile, Alabama 36602

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

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

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

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

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

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

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

The advertising fee for this application based on the current legal description is $435.10. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

ZON-002377-2023 ADAM J. METCALFE
February 22, 2023

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

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

Dear Applicant(s)/ Owner(s):

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

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

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

Dear Property Owner(s):

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

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

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

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

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

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

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

ZON-002377-2023

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ **Zoning Change**
$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.

Adam J. Metcalfe — Name

adam@metcalfeco.com — Email

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

251-432-2600 — Phone

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

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

Name (other owners, optional)

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

6815 Carey Hamilton Road, Theodore, AL — Property Address

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

Property Area (acres or square feet)

R-A, Residential & Agricultural — Present Zoning

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

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

1-20-2023

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

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

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

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

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

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

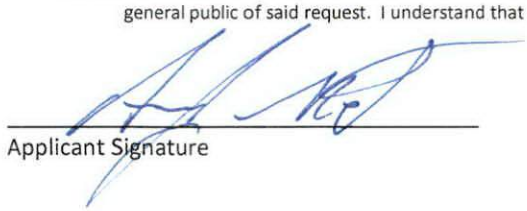
11. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Applicant Signature

1-13-23
Date

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

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



Applicant Signature

1-13-23
Date

1-20-2023

Zoning Consistency

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

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

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

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

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

Zoning Statement and Narrative

Need for Industrial Sites

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

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

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

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

Changes in Conditions

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

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

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

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

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

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

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

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

January 10, 2023

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

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

To Whom It May Concern:

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

H. E. Bolton, Jr.

Anita B. Mitchell

Charles A. Bolton (on behalf of Charles Bolton

Leslie Harrington (on behalf of Charles Bolton

January 10, 2023

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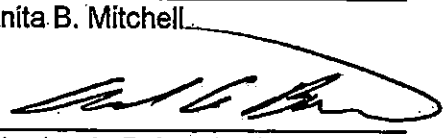
Anita B. Mitchell



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Leslie Harrington (on behalf of Charles Bolton

January 10, 2023

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Anita B. Mitchell

Charles A. Bolton (on behalf of Charles Bolton

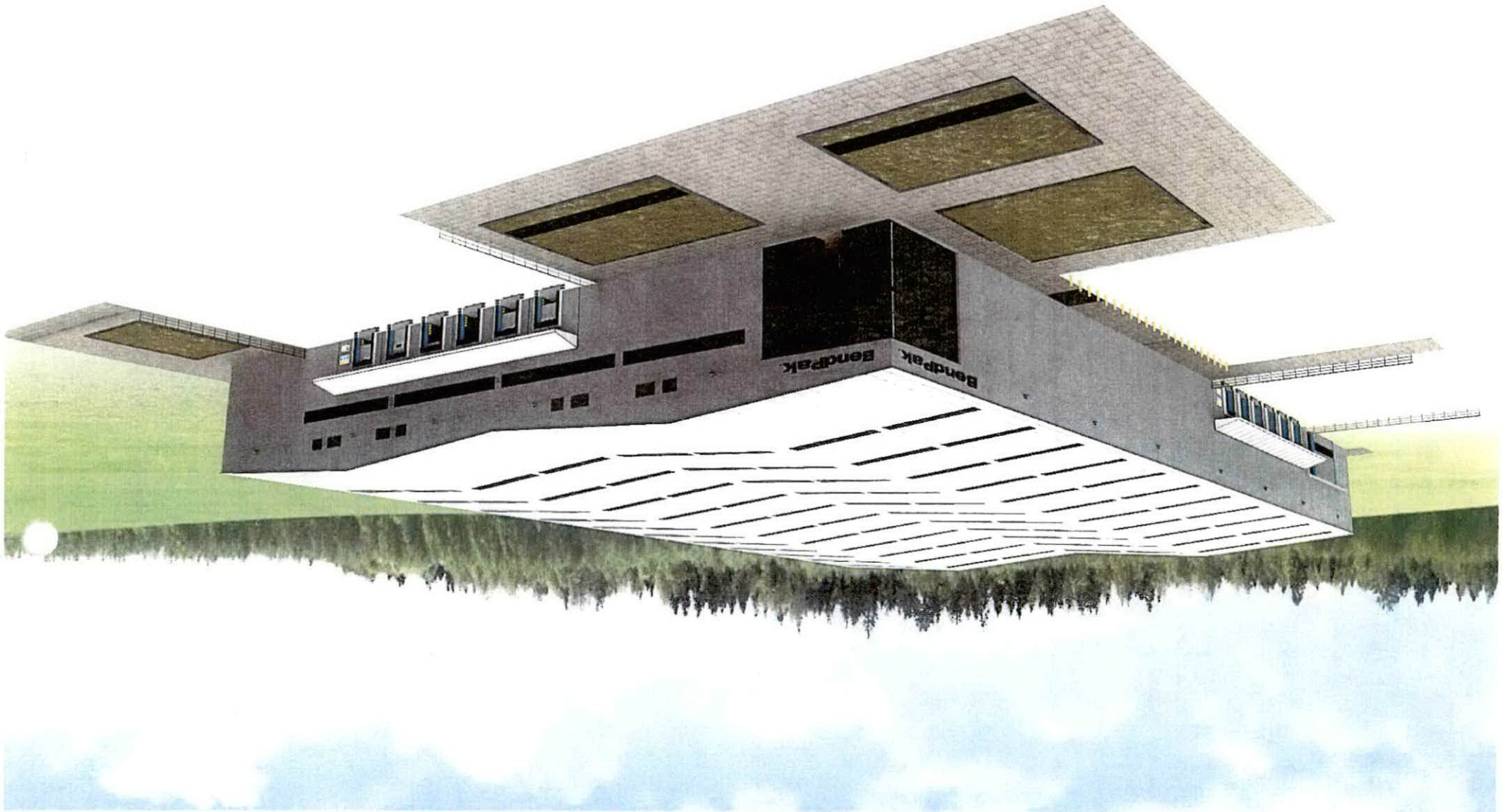
Leslie Harrington (on behalf of Charles Bolton

Parcel numbers:

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

LOT 1 LEGAL DESCRIPTION DERIVED FROM SURVEY:

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


BendPak
BendPak
BendPak

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

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

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

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

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

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

Anita B. Mitchell
22447 Inverness Way
Foley, AL 36535

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

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

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

Travis & Renarda Durgin
7042 Pope Court
Theodore, AL 36582

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

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

Gloria Slaughter
5180 Washington Blvd.
Theodore, AL 36582

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

Mackerel Investments, LLC
1840 Jutland Drive
Harvey, LA 70058

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

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

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

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

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

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

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

APPLICANT NAME Adam J. Metcalfe

SUBDIVISION NAME Theodore Distribution Complex Subdivision

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

CITY COUNCIL DISTRICT Council District 4

PRESENT ZONING R-A, Residential-Agricultural District

PROPOSED ZONING I-1, Light Industry District

AREA OF PROPERTY 1 Lot / 30.8± Acres

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

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

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

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

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

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

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

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

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

Rezoning:

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

6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS Site is limited to one curb cut with any changes in size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in the City's Zoning Ordinance.

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

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

TIME SCHEDULE FOR DEVELOPMENT None provided.

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

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

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

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

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

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

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

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

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

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

As per the Traffic Engineering comments, the site is limited to one curb cut with any changes in size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in the City's Zoning Ordinance. A note should be required on the Final Plat stating these comments.

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

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

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

Need for Industrial Sites

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

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

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

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

Changes in Conditions

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

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

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

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

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

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

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

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

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

RECOMMENDATION

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

1) retention of the right-of-way width of Cary Hamilton Road on the Final Plat;
2) retention of the lot size label in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
3) revision of the plat to illustrate the 25-foot minimum building setback line along Cary Hamilton Road on the Final Plat;
4) placement of a note on the Final Plat stating that no structure may be constructed or located within any easement without the permission of the easement holder;
5) compliance with Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Show and label the monument set or found at the PC of the C1. C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #96) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 5,000 sf. D. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. E. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit F. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s),*

and not the responsibility of the City of Mobile. H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);

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

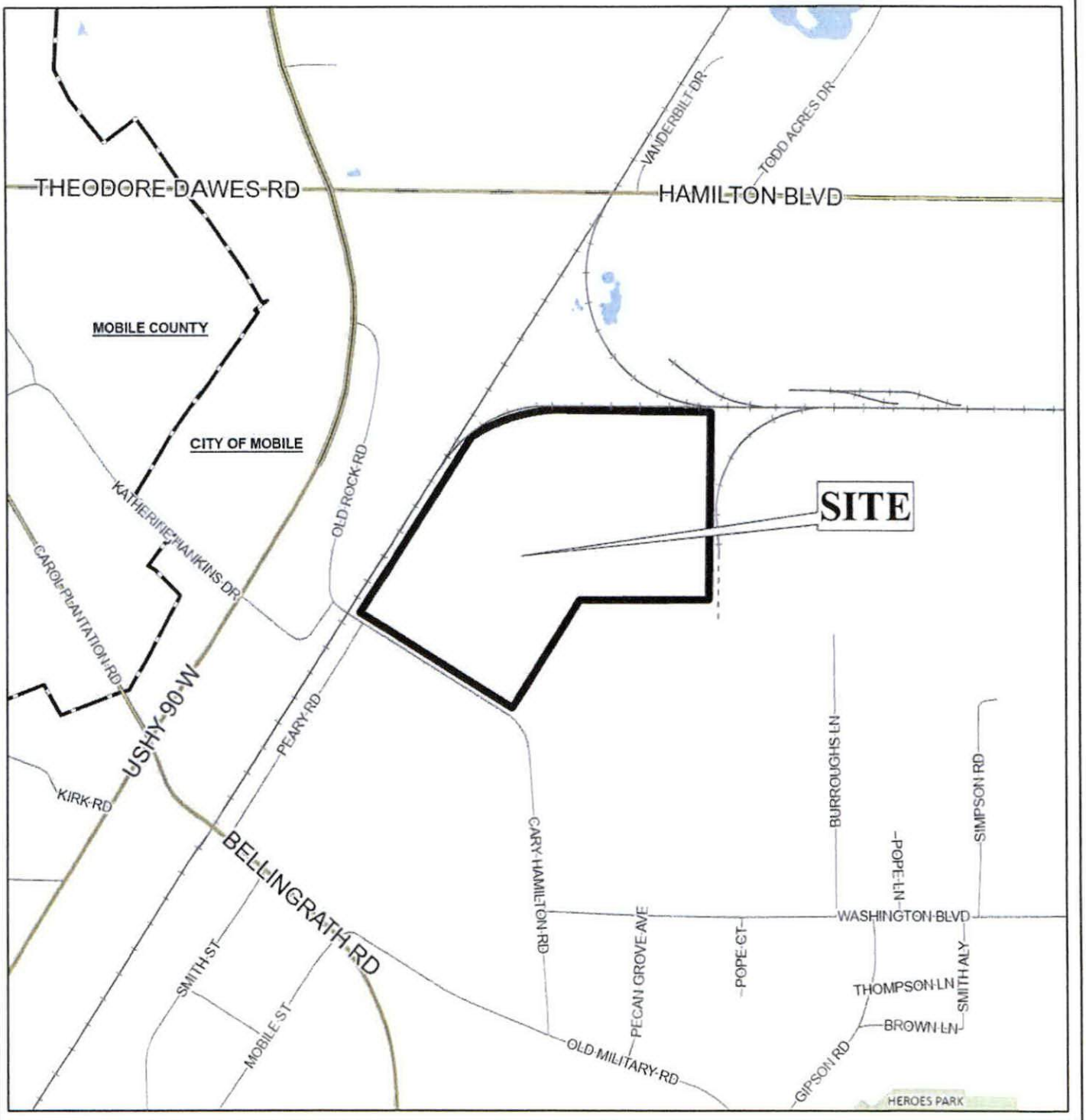
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

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

The rezoning should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 9 DATE February 15, 2023

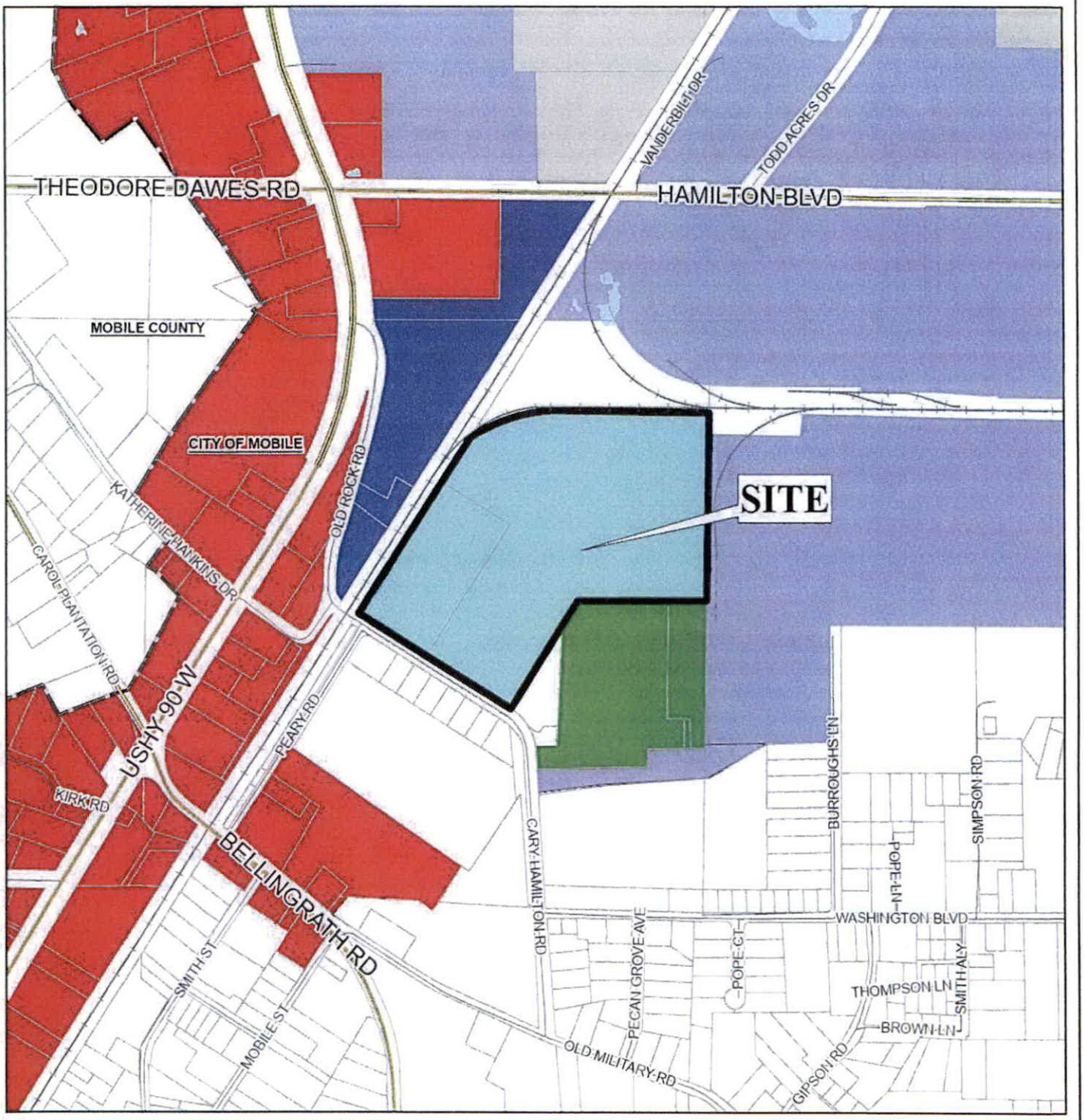
APPLICANT Theodore Distribution Complex Subdivision

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE February 15, 2023

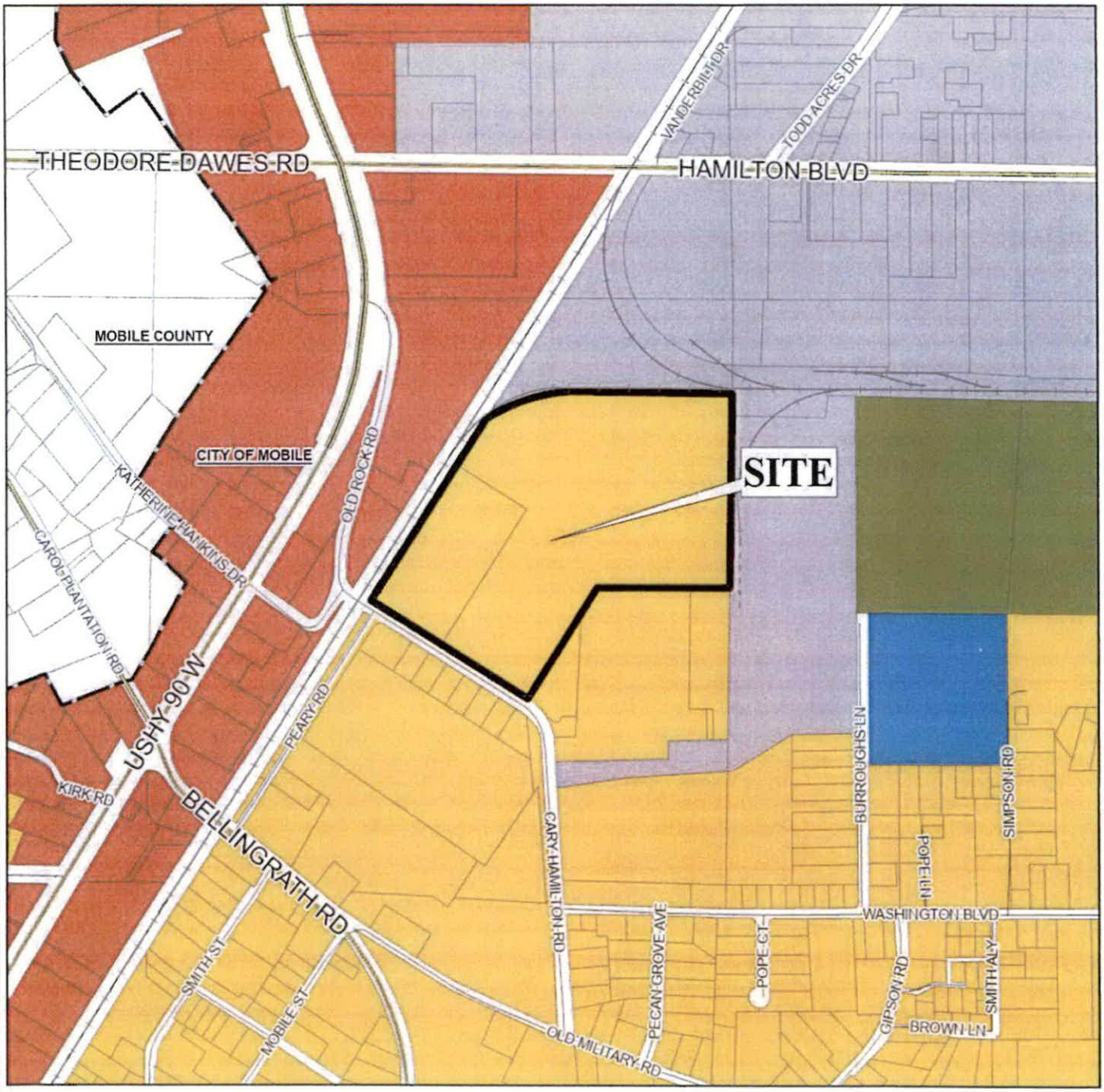
APPLICANT Theodore Distribution Complex Subdivision

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE February 15, 2023

APPLICANT Theodore Distribution Complex Subdivision

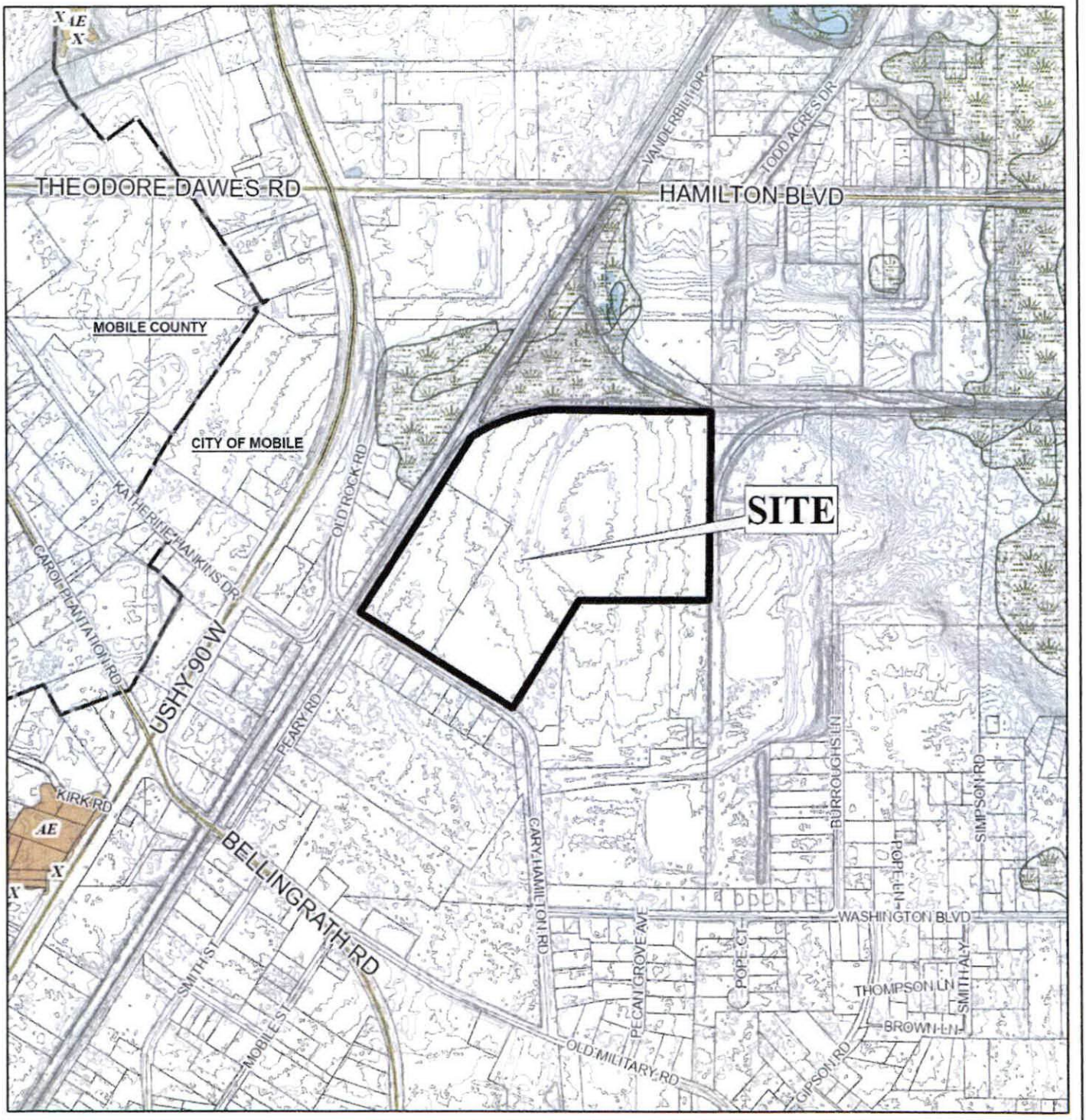
REQUEST Subdivision, Rezoning from R-A to I-1

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 9 DATE February 15, 2023

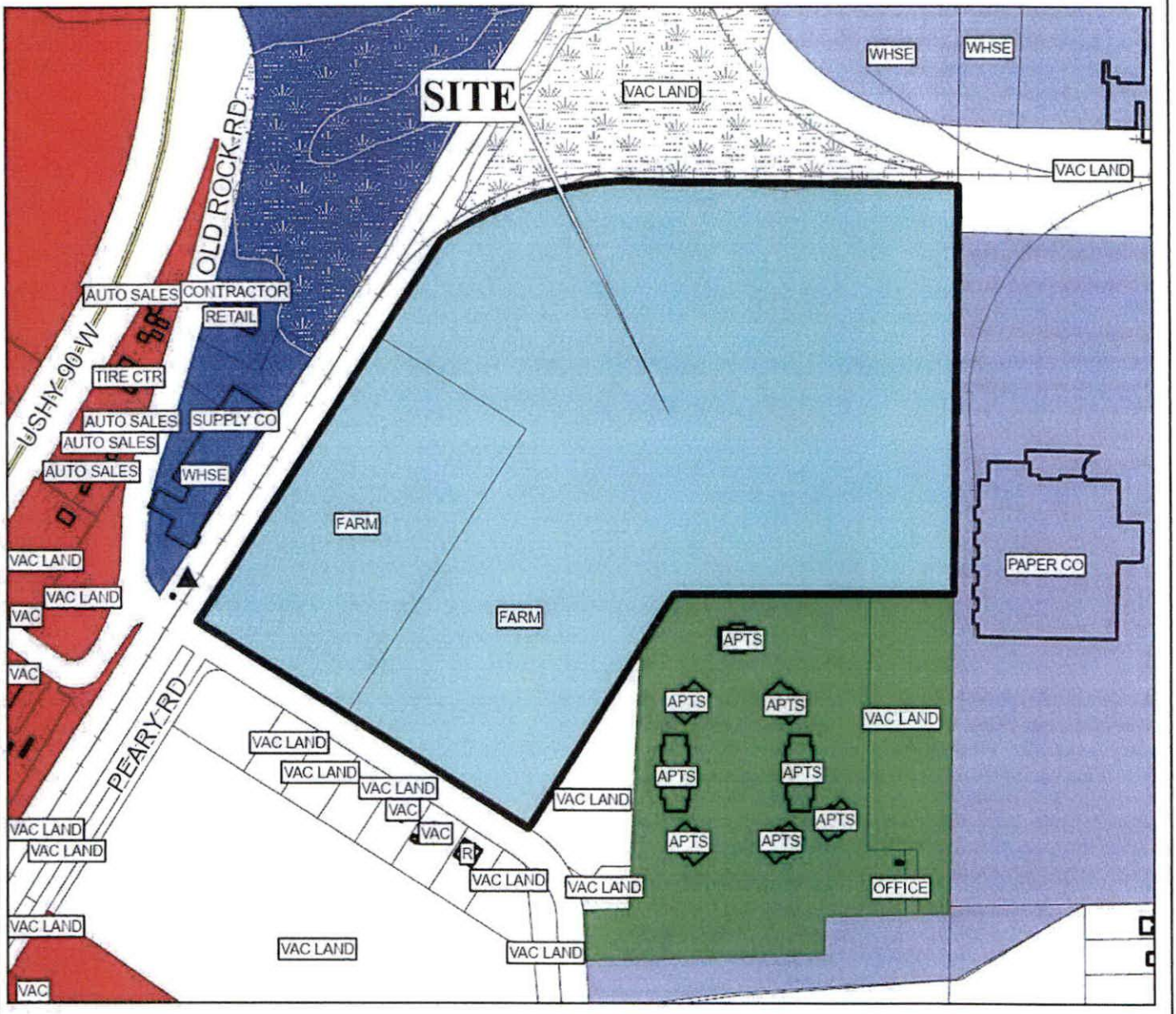
APPLICANT Theodore Distribution Complex Subdivision

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



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

APPLICATION NUMBER 9 DATE February 15, 2023

APPLICANT Theodore Distribution Complex Subdivision

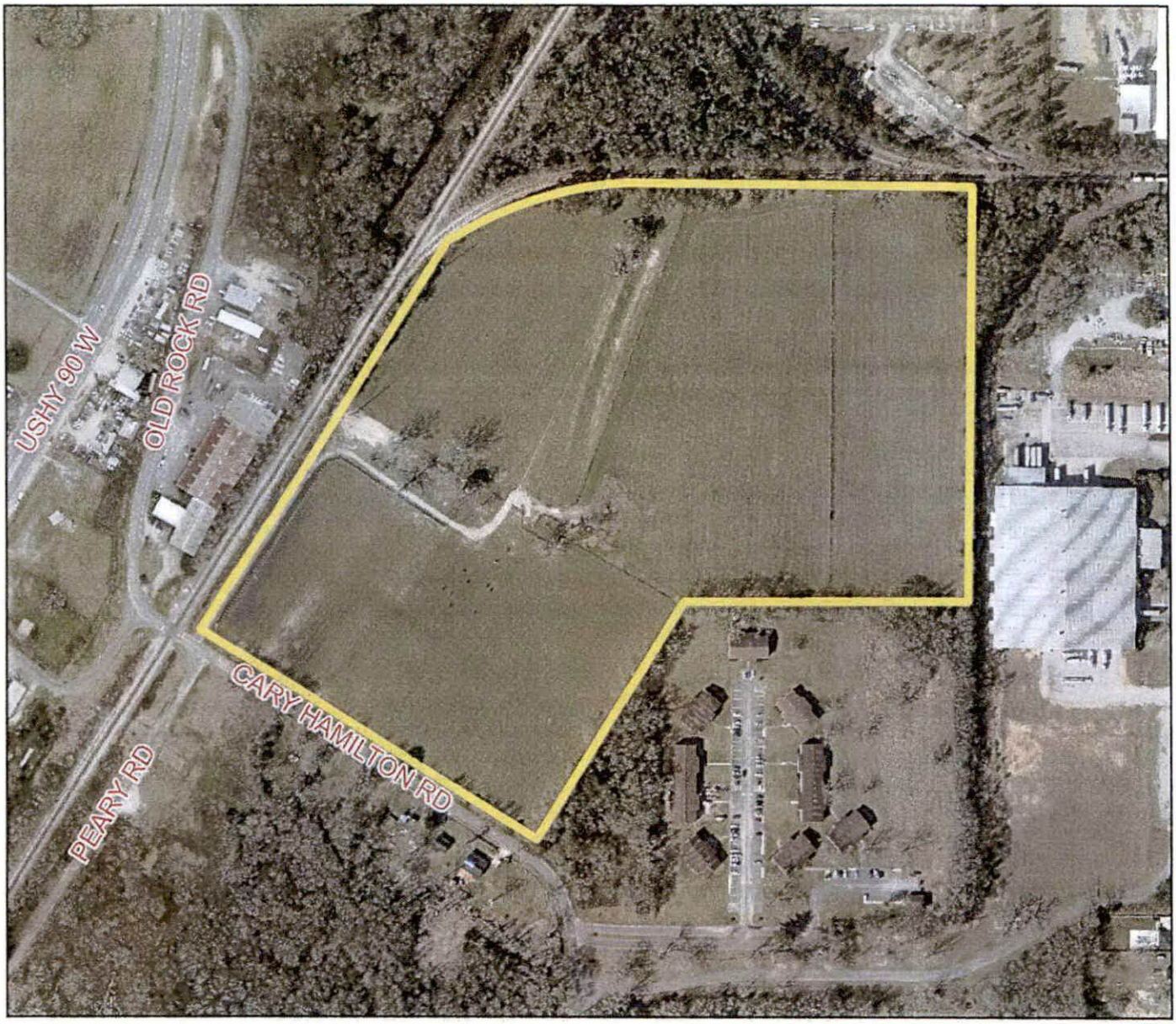
REQUEST Subdivision, Rezoning from R-A to I-1

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



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

APPLICATION NUMBER 9 DATE February 15, 2023

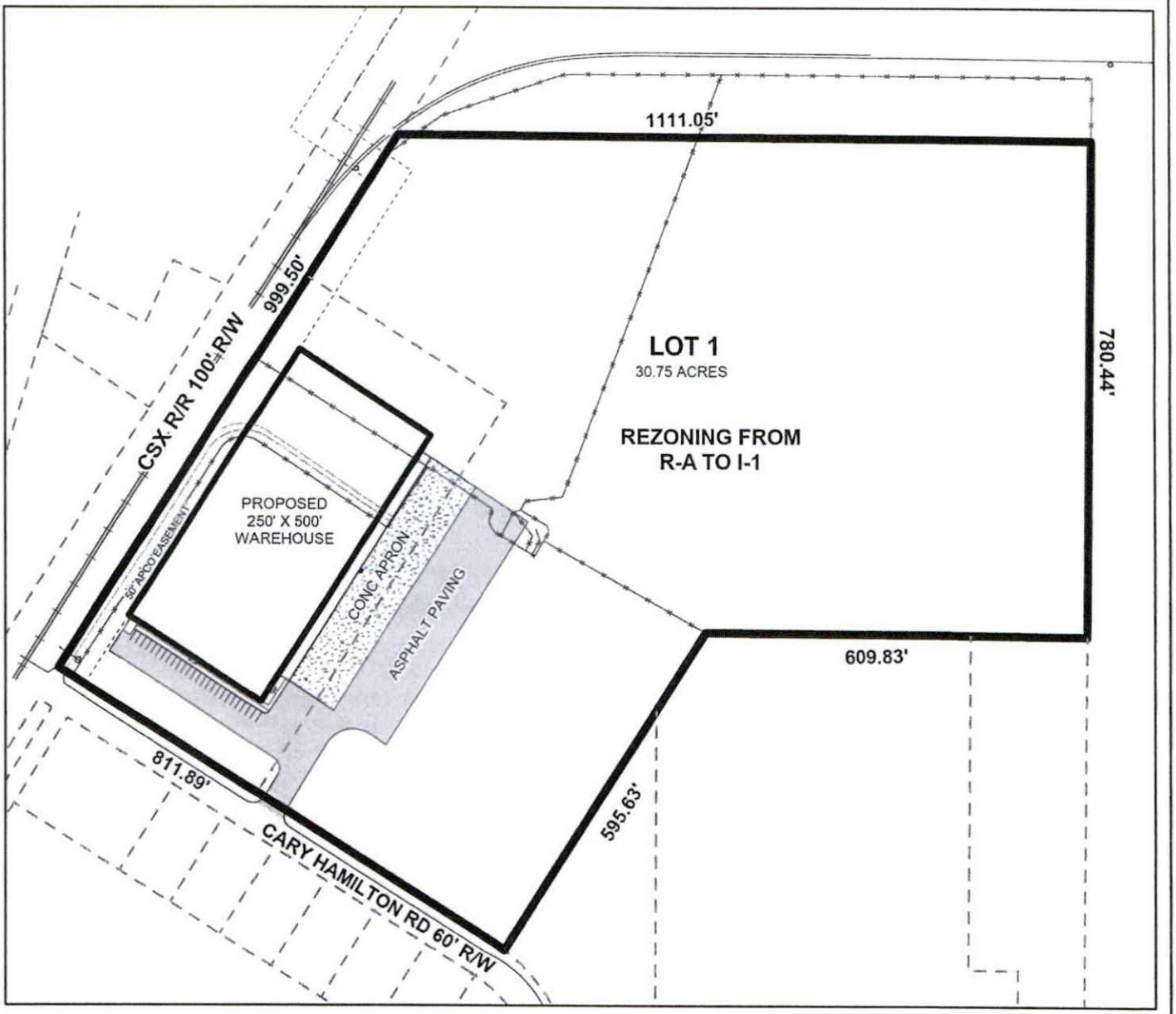
APPLICANT Theodore Distribution Complex Subdivision

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

N

NTS

SITE PLAN



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

APPLICATION NUMBER 9 DATE February 15, 2023

APPLICANT Theodore Distribution Complex Subdivision

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

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:2/28/2023

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

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

RESOLUTION CALLING FOR PUBLIC HEARING

BE IT RESOLVED by the City Council of the City of Mobile, Alabama, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022, in the time and manner as set forth in said notice.

Adopted:

_____

City Clerk

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

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

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

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

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

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

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

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

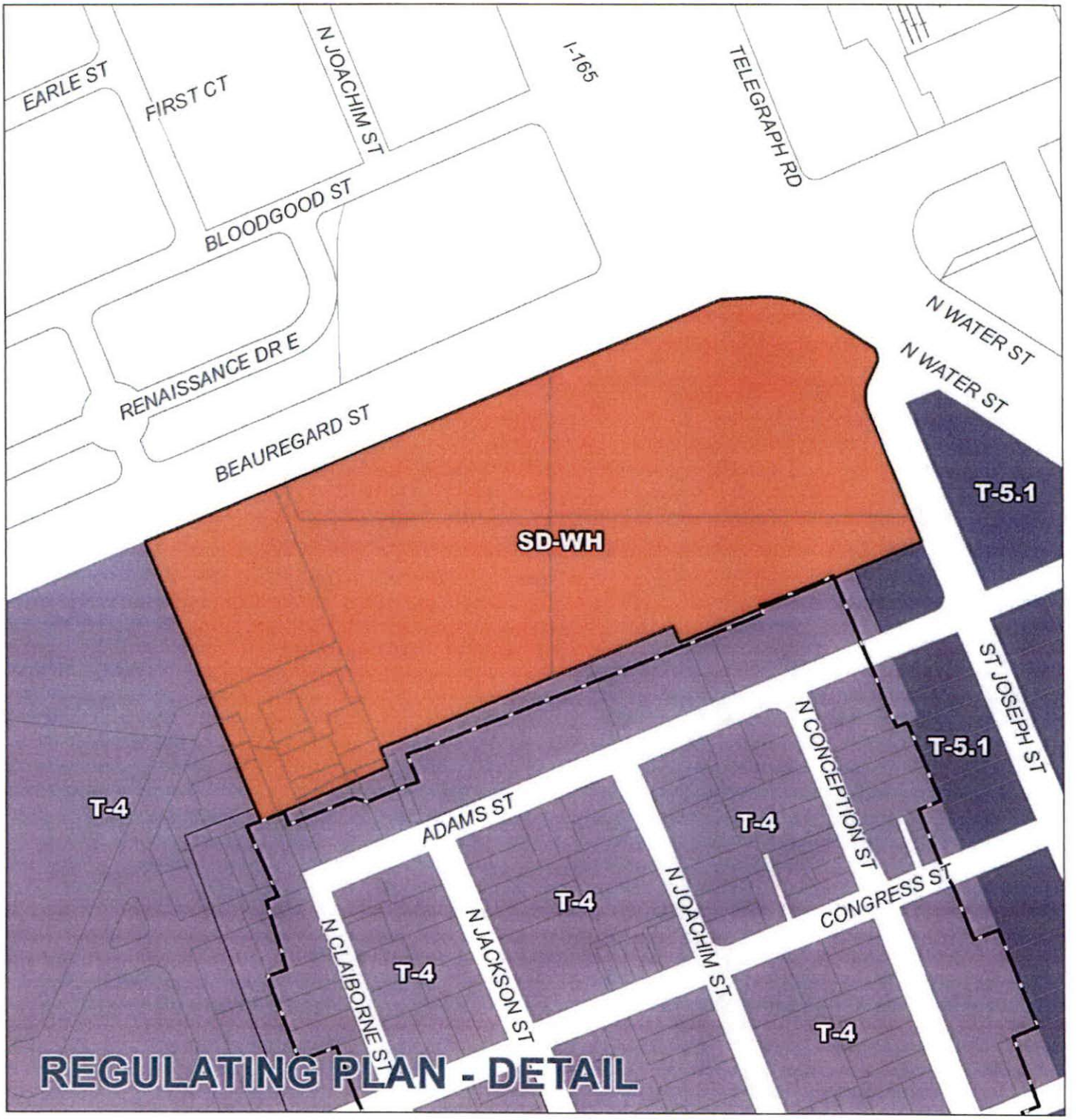
> *Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street* all building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are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

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

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

Attach the referenced maps here.

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



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

AN ORDINANCE 2023

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, more specifically Appendix A, Downtown Development District, Section 10.B.7.(b) is hereby amended so that it now reads in its entirety as follows:

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

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

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

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

The classification of said property is hereby changed from **T-4 Sub-district and SD, Special District, to SD-WH, Special District-Warehouse District,** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **SD-WH, Special District-Warehouse District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **SD-WH, Special District-Warehouse District,** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

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

Gauthier, Lana

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

Follow Up Flag: Follow up
Flag Status: Flagged

Lana –

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

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

The Word document can be sent to Lagniappe.

I would like to see the proof.

Bert Hoffman

Long Range Planning
BUILDMOBILE
hoffmanb@cityofmobile.org
(251) 208-5895

We need your feedback. Please fill out our new online survey HERE!

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Wednesday, February 22, 2023 4:20 PM
To: Hoffman, Bert <hoffmanb@cityofmobile.org>
Subject: RE: Press-Register site / Adams Street

Thank you, Bert.

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

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

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

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 22, 2023

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

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

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

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

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

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

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

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 22, 2023

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

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

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

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

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

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

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

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

ZON-002371-2023 MAYNARD COOPER AND GALE
February 22, 2023

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

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

Dear Applicant(s)/ Owner(s):

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

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

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

Dear Property Owner(s):

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

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with SEVEN (7) COPIES of this application by NOON on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

ZON-002371-2023

1-26-23

APPLICATION TYPE AND FEES

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

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

Application for amendment to Regulating Plan and Text Amendment for DDD

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

Maynard Cooper & Gale — Name

jwatkins@maynardcooper.com — Email

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

251-476-9600 — Phone

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

Adams Street Property, LLC — Name

Name (other owners, optional)

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

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

Multiple parcels — Parcel Number

14.770 acres — Property Area (acres or square feet)

SD and TD-4 — Present Zoning

SD-WH — Proposed Zoning (if applicable)

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

1-26-23

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

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

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

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

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

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

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

Applicant Signature _____ Date 1/13/23

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

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

Applicant Signature _____ Date 1/13/23

LDN-002341-2023

APPLICATION DESCRIPTION

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

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

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

PLANNING CONSISTENCY STATEMENT

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

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

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

1-26-23
ZON-002371-2023

ZONING STATEMENT

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

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

PROPOSED TEXT AMENDMENT

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

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

1-26-23
ZON-002871-2023

MOBILE
ALABAMA

January 18, 2023

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

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

Ladies and Gentlemen:

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

Sincerely,

Ricardo A. Woods
City Attorney

ZON-002371-2023
1-26-23

January 13, 2023

Urban Development Department

Planning Section

P.O. Box 1827

Mobile, AL 36633

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

Ladies and Gentlemen,

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

Sincerely,

Adams Street Property, LLC

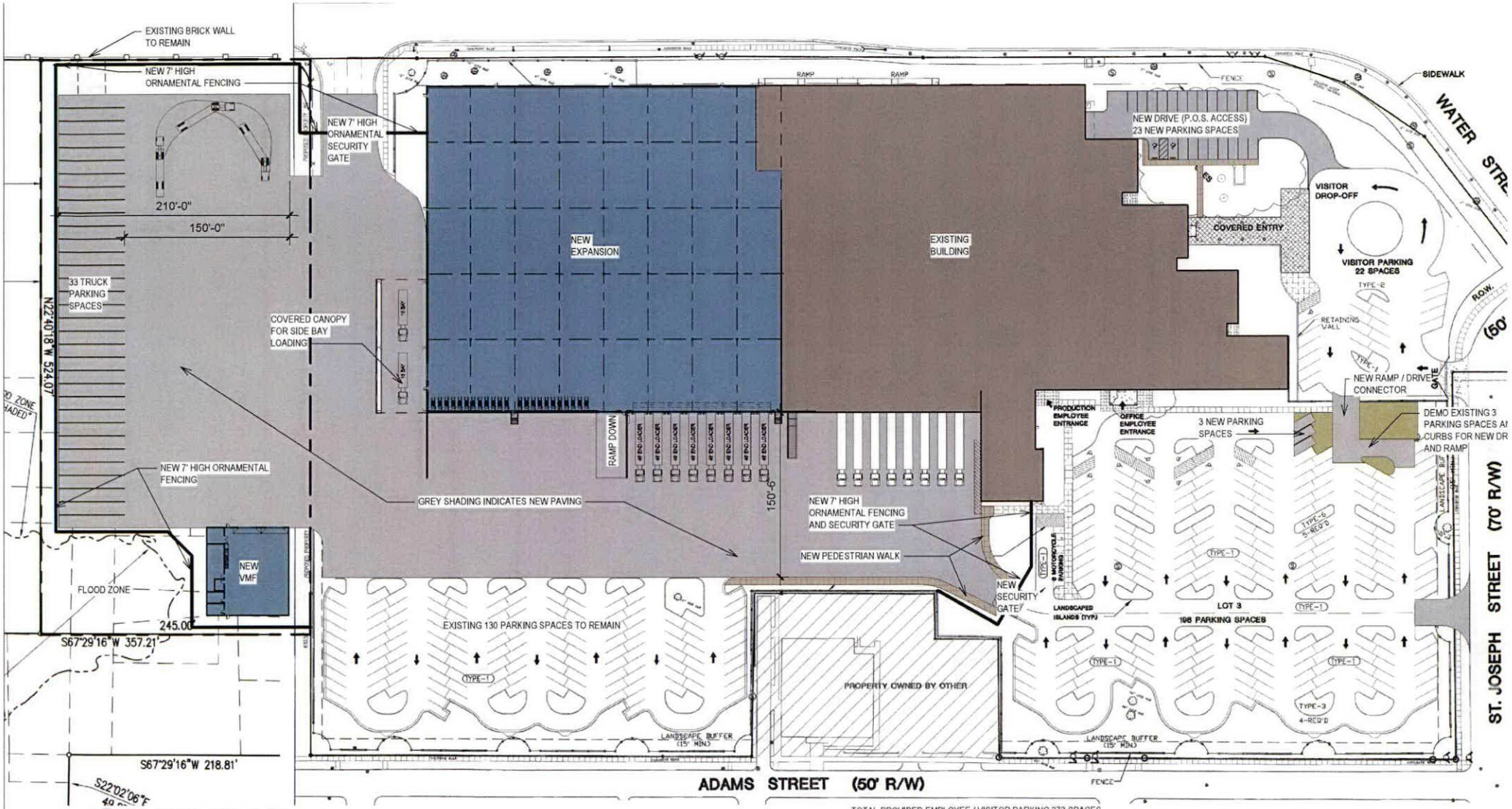
By: _____

Print name: Louis Maisel

As its: Vice President

{06701158.1}

ZON-002371-2023
1-24-23



SITE PLAN

1" = 80'-0"

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

GULF DISTRIBUTING

Mobile, Alabama

HDA

01-10-2023

A & A
P O BOX 1787
MOBILE AL 36633

ADAMS STREET PROPERTY LLC
3378 MOFFETT RD
MOBILE AL 36607

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

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

BLAIR RICHARD DAVID
304 CONCEPTION ST N
MOBILE AL 36603

BLANKENSHIP MICHAEL C
1305 SPRING HILL AVE
MOBILE AL 36604

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

ZUKLEY JOHN JR
313 N JACKSON ST
MOBILE AL 36603

BRABNER LAURA MICHELLE
316 CONCEPTION ST N
MOBILE AL 36603

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

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

CLARK OIL COMPANY INC
720 STATION ST
WAYNESBORO MS 39367

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

DYE CARMEN A
304 N CLAIBORNE ST
MOBILE AL 36603

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

FOREMAN ETSIE & ANNAMAE FOREMAN
952 FRANKLIN ST
MELROSE MA 02176

GULF HEALTH PROPERTIES INC
PO BOX 2226
MOBILE AL 36652

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

HELLAND JOHN
PO BOX 277
IRVINGTON AL 36544

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

HURD NICOLE
317 CONCEPTION ST N
MOBILE AL 36603

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

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

LEE GARY N
1818 DAUPHIN STREET
MOBILE AL 36606

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

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

LPTM LLC
301 SAINT JOSEPH ST
MOBILE AL 36602

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

MARINE RIGGING INC
552 BEAUREGARD ST
MOBILE AL 36603

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

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

MILLER HELLEN D
308 N CLAIBORNE ST
MOBILE AL 36633

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

MINNAERT MEREDITH HOIT
312 N JOACHIM ST
MOBILE AL 36603

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

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

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

MOBILE HOUSING BOARD
P O BOX 1345
MOBILE AL 36622

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

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

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

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

SAMUELS MILDRED
1806 IDELL ST
MOBILE AL 36617

SANDERS ANGELA J GIPSON
317 N JACKSON ST
MOBILE AL 36603

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

SHATTO HELEAN I
312 CONCEPTION ST N
MOBILE AL 36603

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

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

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

WHATLEY ALEXANDER
313 N JACKSON ST
MOBILE AL 36603

WILL ANNE
320 N JACKSON ST
MOBILE AL 36603

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

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

ENGINEERING COMMENTS

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

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

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

B. Label the POB.
C. Revise the written legal description to include the correct recording information for LOT 2 De Tonti Pointe Subdivision.
D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11.
E. Revise SUBDIVISION NOTE 1 to read: As shown on the 1984 aerial photo (FLIGHT 30 - #69) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 87,000 sf.
F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

TRAFFIC ENGINEERING COMMENTS Site is limited to its existing curb cuts with any changes in size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in the City's Zoning Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TEXT AMENDMENT REMARKS

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

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

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

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

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

RECOMMENDATION

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

1) Retention of all right-of-way widths as depicted on the preliminary plat;
2) Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3) Revision of notes regarding setbacks to reflect the applicable zoning setbacks;
4) compliance with the Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Label the POB. C. Revise the written legal description to include the correct recording information for LOT 2 De Tonti Pointe Subdivision. D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11. E. Revise SUBDIVISION NOTE 1 to read: As shown on the 1984 aerial photo (FLIGHT 30 - #69) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 87,000 sf. F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.)*;
5) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Site is limited to its existing curb cuts with any changes in size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in the City's Zoning Ordinance.)*;
6) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.)*; and
7) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.).*

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

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

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

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

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

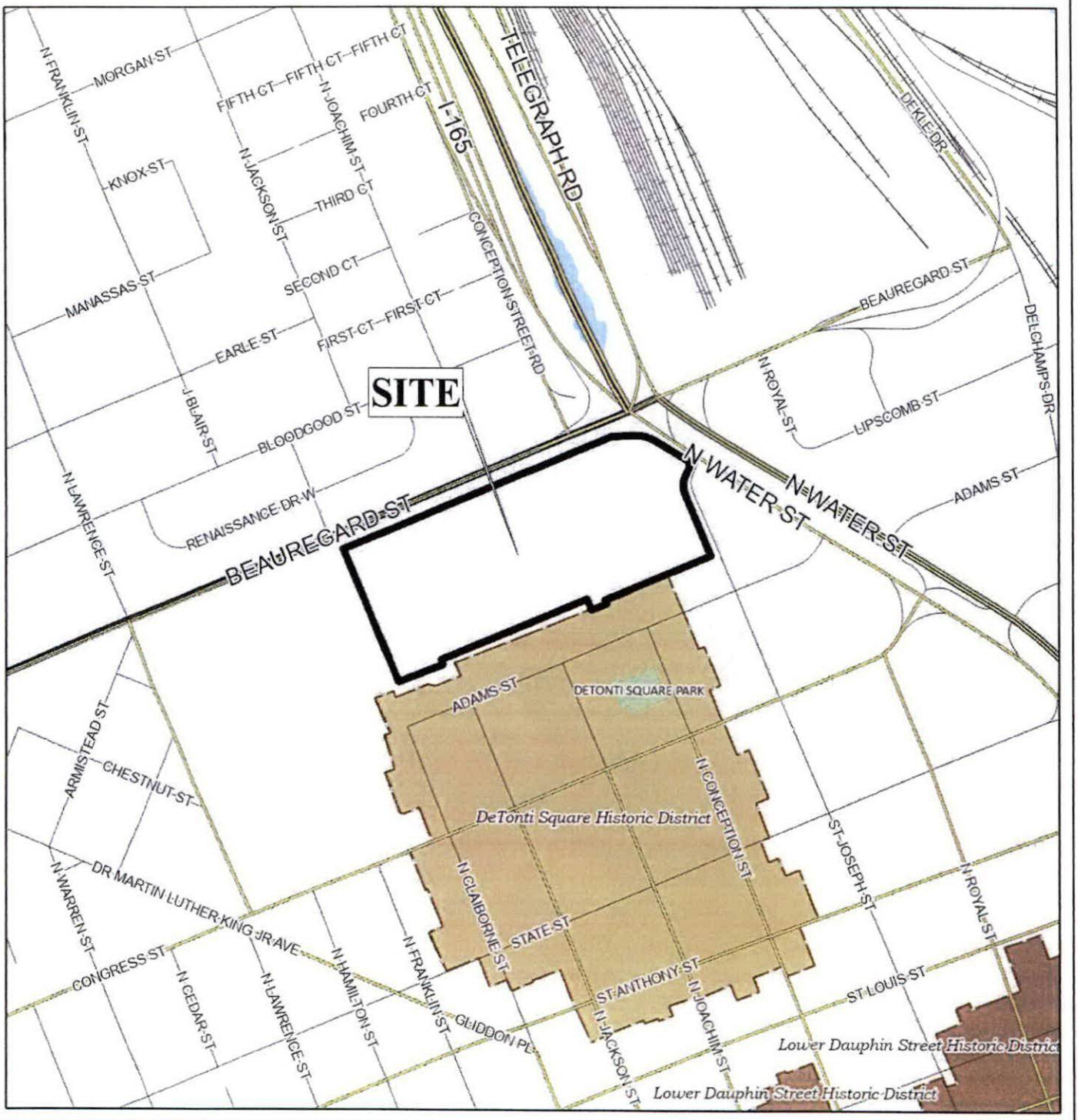
Amend Appendix A. Section 10.B.7.(b). Transparency from:

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

to

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

LOCATOR MAP



APPLICATION NUMBER 7 DATE February 15, 2023

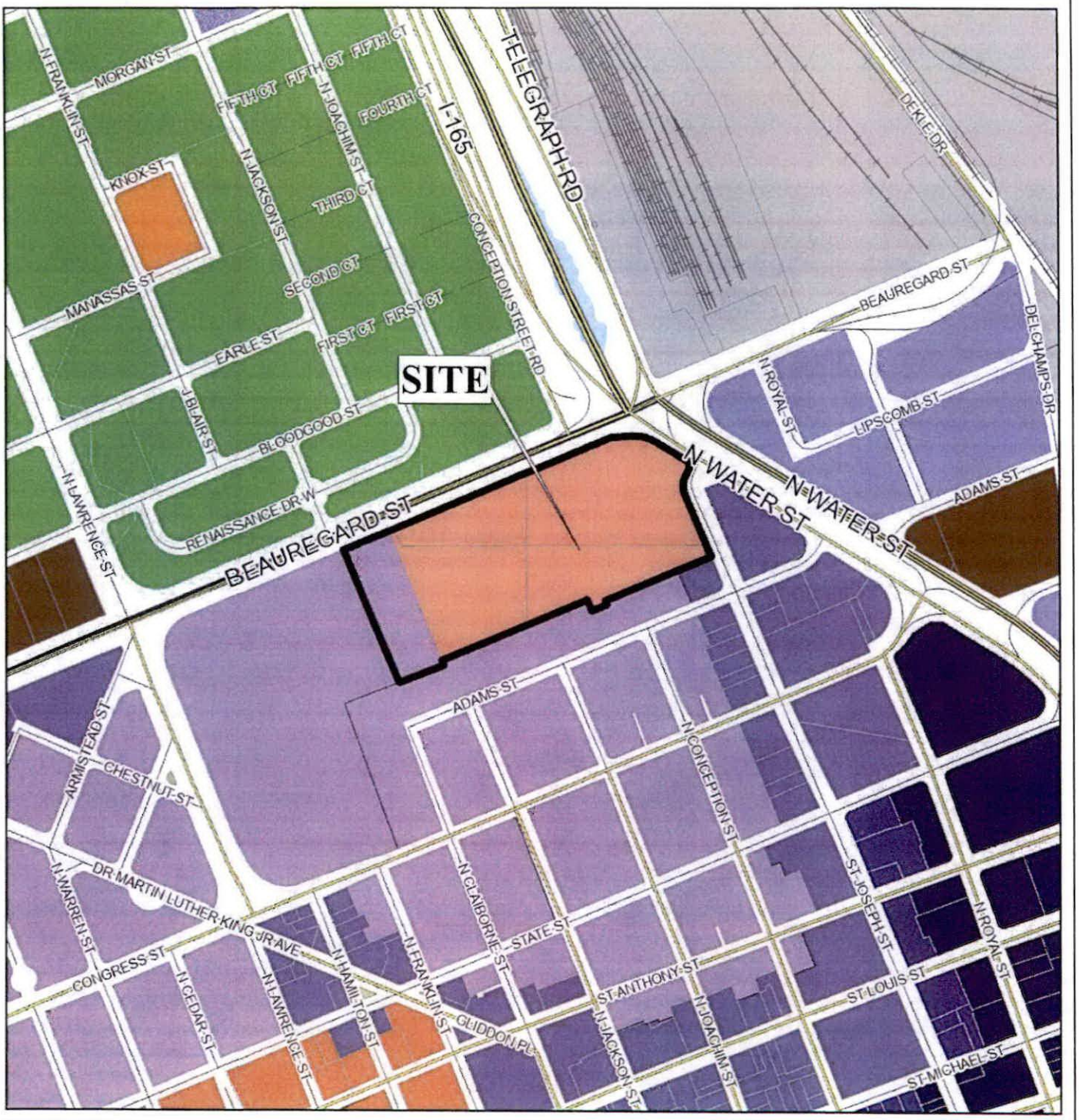
APPLICANT GDH Adams Subdivision

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE February 15, 2023

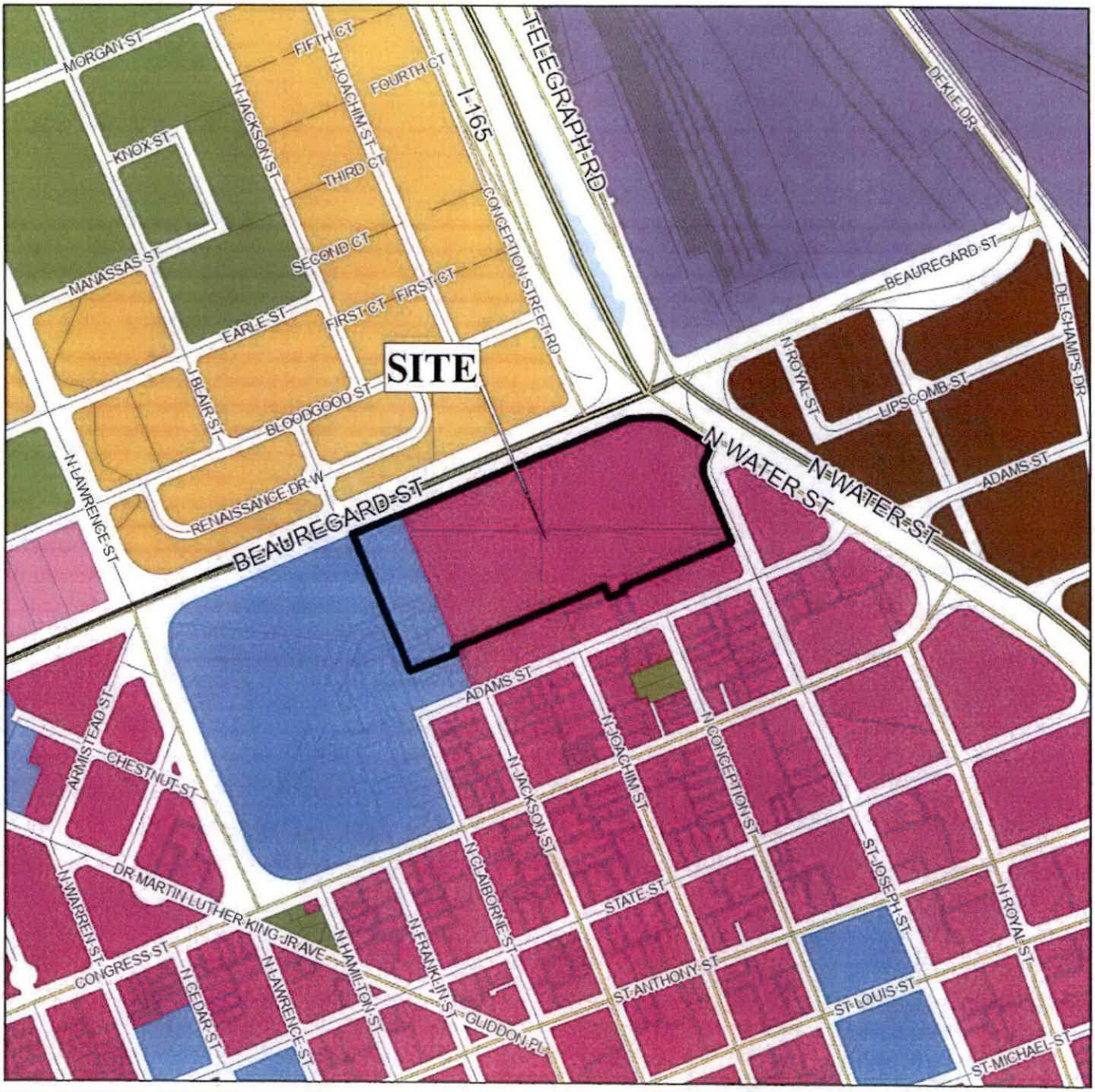
APPLICANT GDH Adams Subdivision

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE February 15, 2023

APPLICANT GDH Adams Subdivision

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

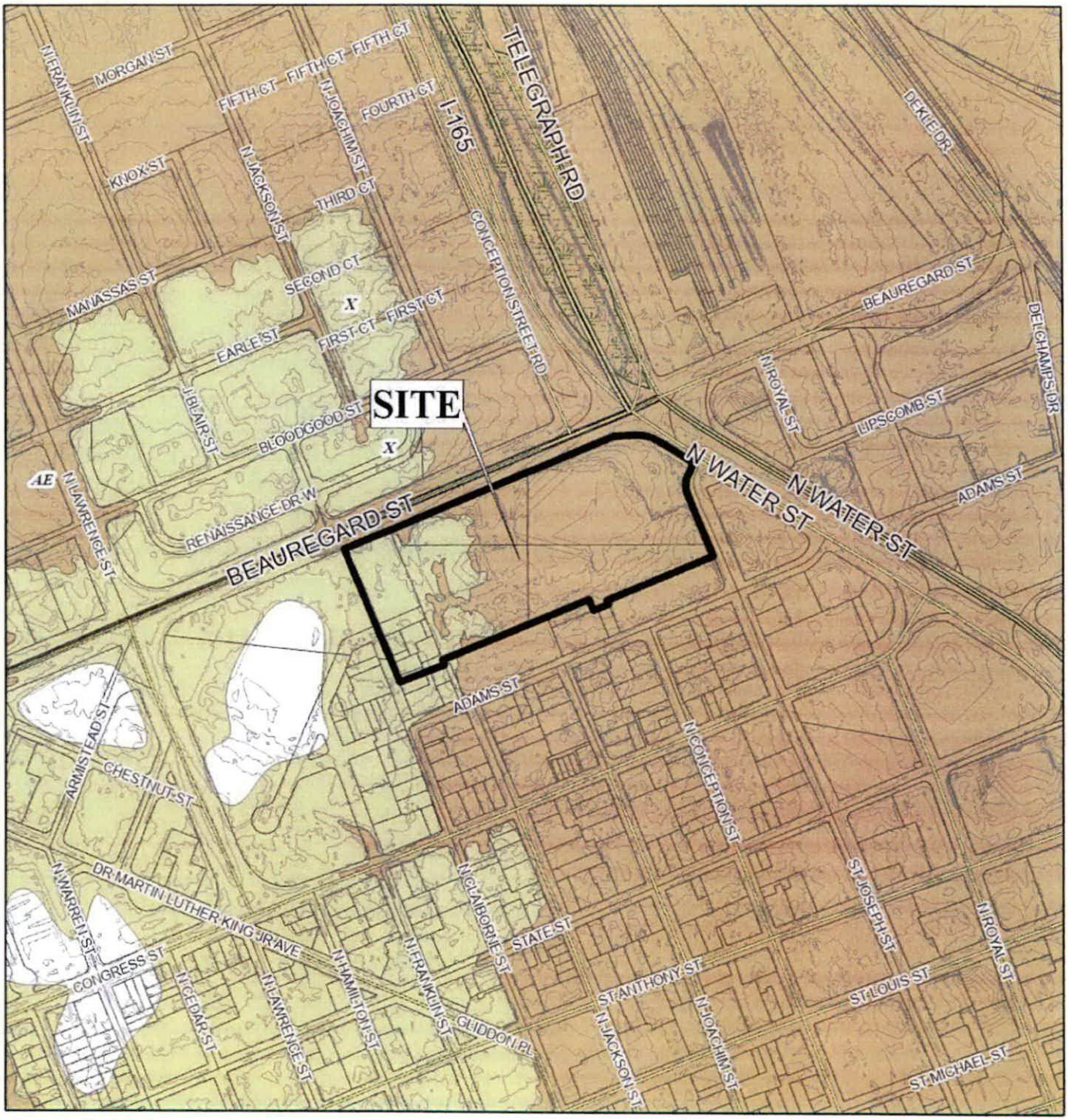
Layer2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE February 15, 2023

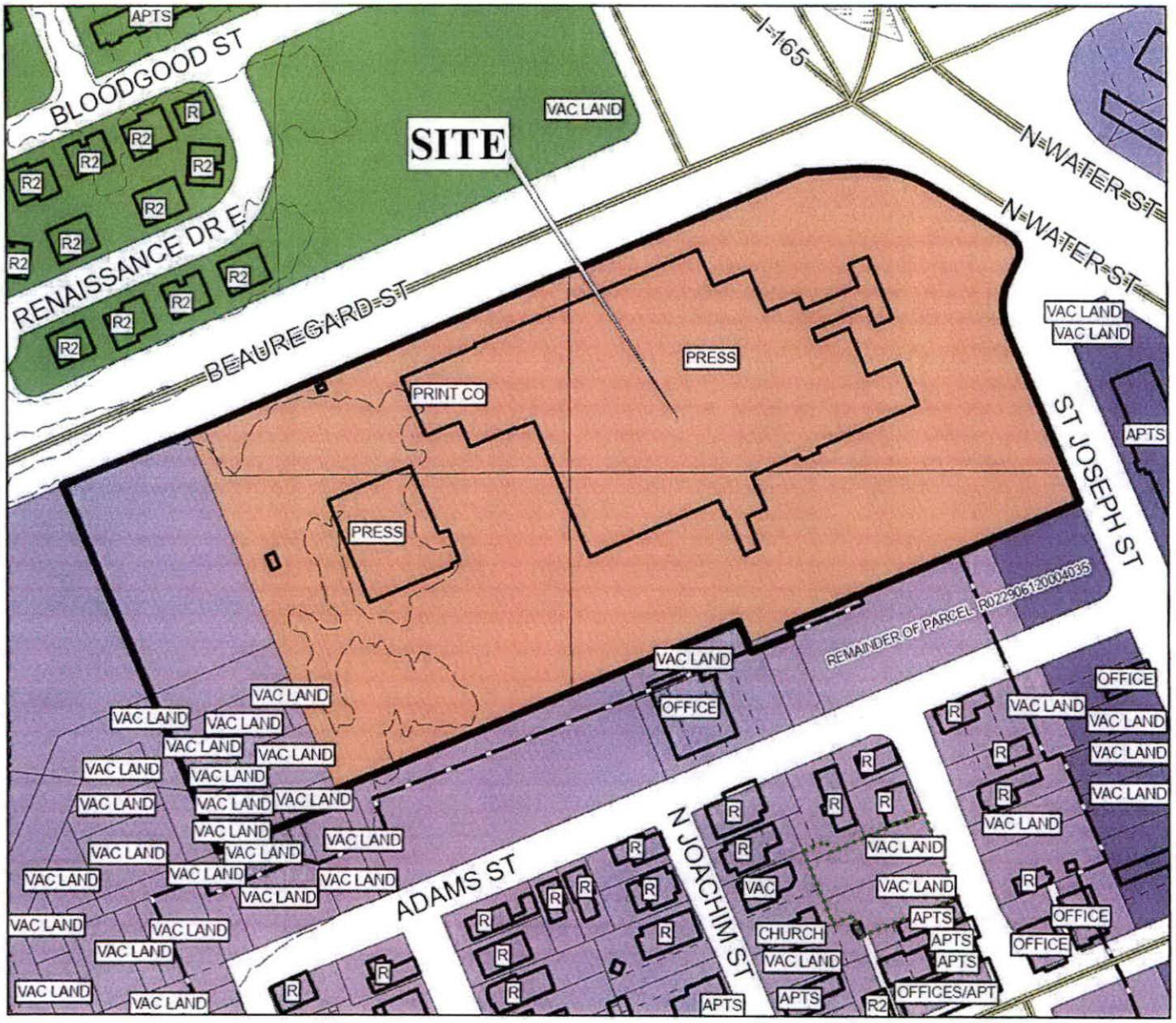
APPLICANT GDH Adams Subdivision

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 7 DATE February 15, 2023

APPLICANT GDH Adams Subdivision

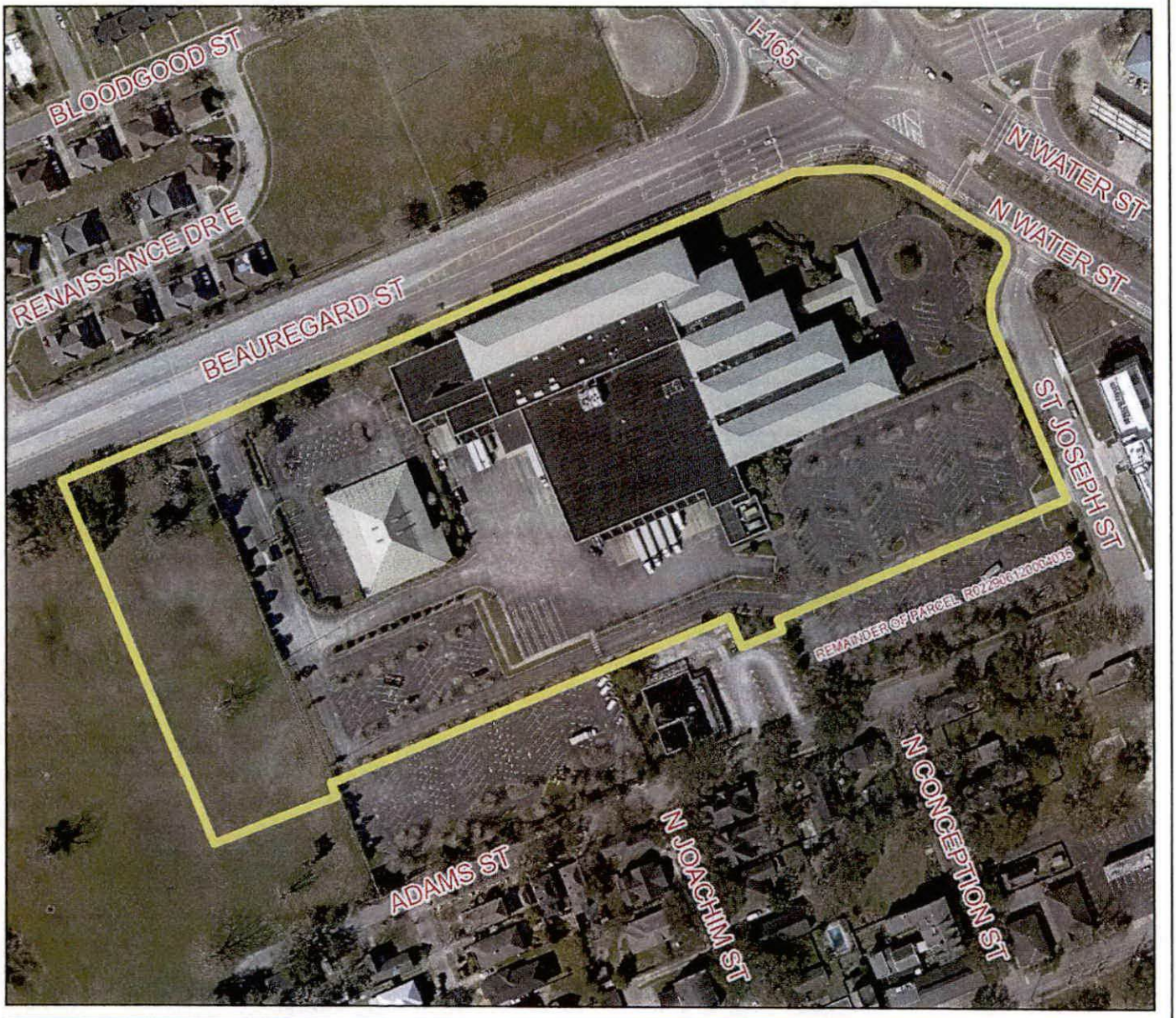
REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 7 DATE February 15, 2023

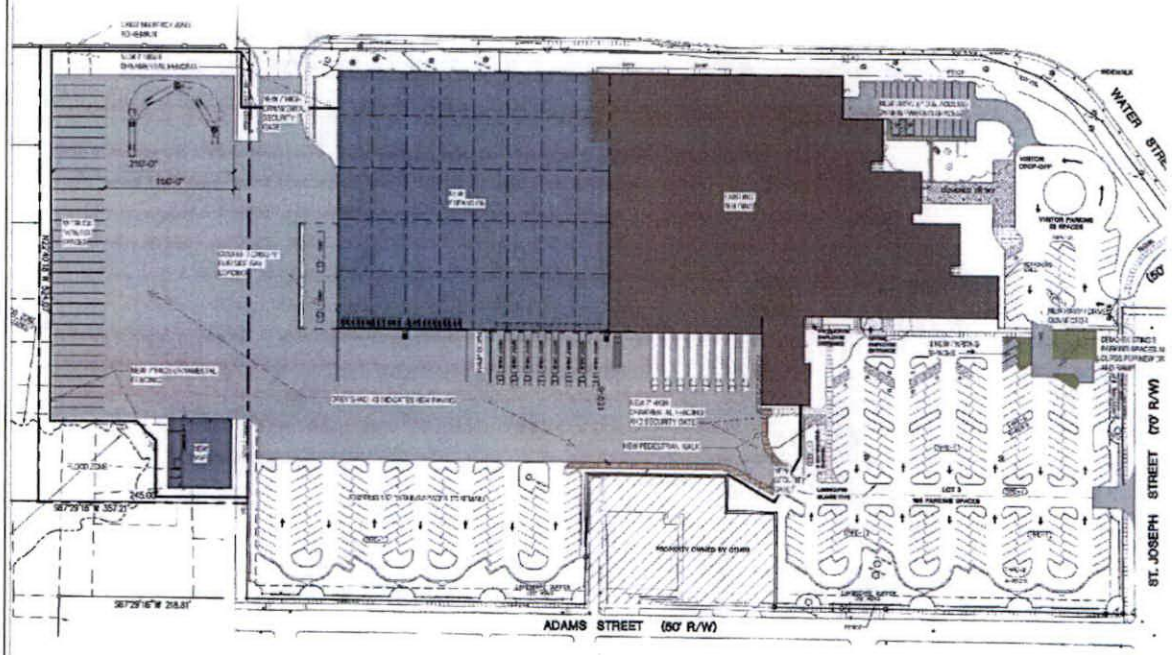
APPLICANT GDH Adams Subdivision

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

N

NTS

SITE PLAN



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

APPLICATION NUMBER 7 DATE February 15, 2023

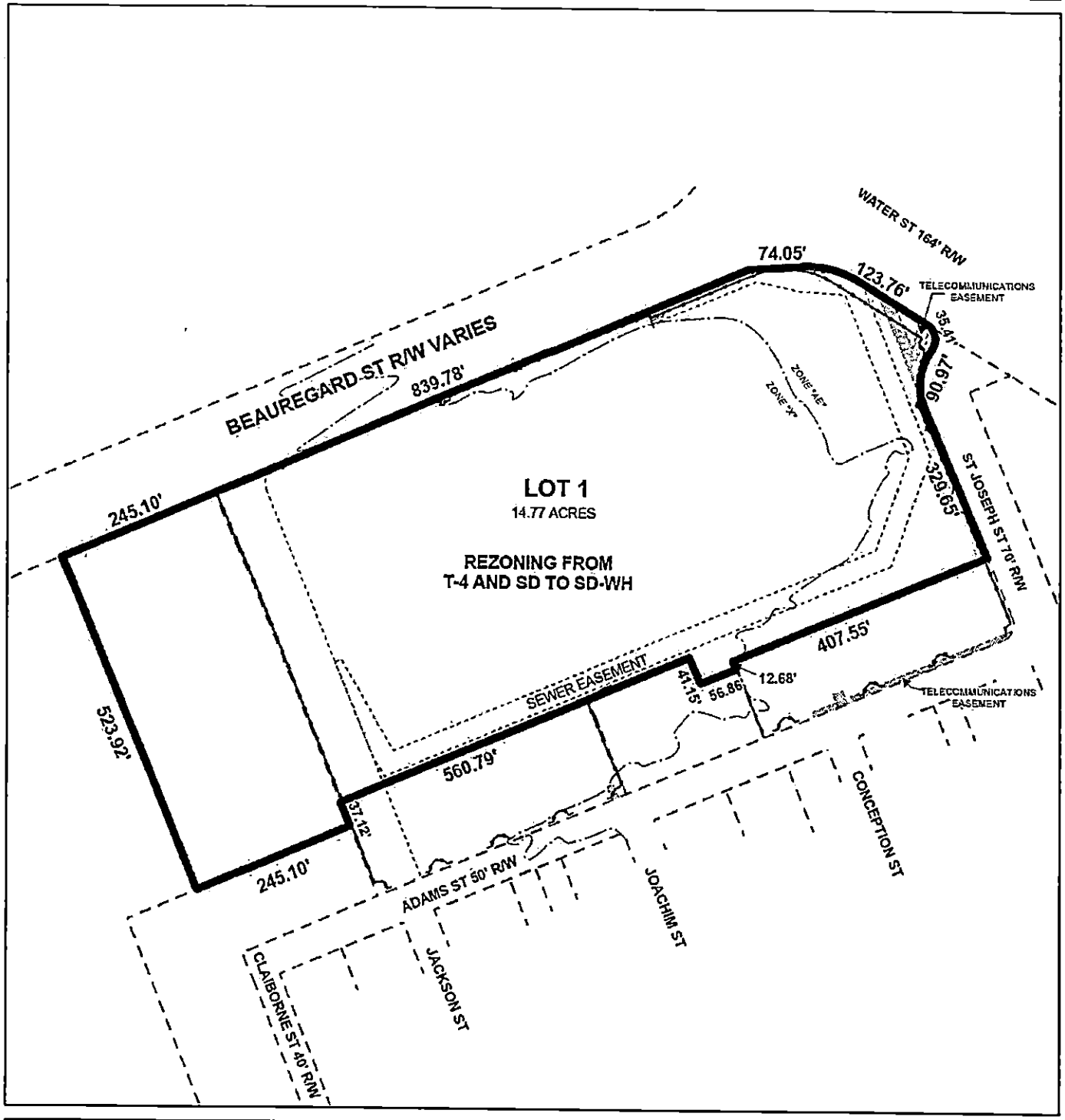
APPLICANT GDH Adams Subdivision

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE February 15, 2023

APPLICANT GDH Adams Subdivision

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

N

NTS