



AGENDA

MOBILE CITY COUNCIL MEETING

Wednesday, February 22, 2023, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
Rabbi Edward Boraz, Springhil Avenue Temple
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
February 14, 2023
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

Request of Mothers Involved Against Gun Violence for a waiver of the Noise Ordinance at Figures Park on March 19, 2023, from 12:00 p.m. - 2:00 p.m. (District 1).

Request of 34th Annual Chili Cook-Off for a waiver of the Noise Ordinance on Canal Street (between Broad & Washington Streets) on March 11, 2023, from 11:00 a.m. - 3:30 p.m. (District 2).

Request of David Cagle for a waiver of the Noise Ordinance at Cooper Riverside Park on April 9, 2023, from 6:30 a.m. - 7:45 a.m. (District 2).

Request of Danny Baxter for a waiver of the Noise Ordinance at Medal of Honor Park on March 19, 2023, from 3:00 p.m. - 7:00 p.m. (District 6).

Request of Patsy Alexander for a waiver of the Noise Ordinance at Medal of Honor Park on April 15, 2023, from 8:00 a.m. - 1:00 p.m. (District 6).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Michael Crawford - Requests for upgrades and repairs to Summerland Drive.

Thomas Mitchell - Abuse of power by City Officials and City business.

Ryan McMillan - Abuse of power by City officials and City business.

Calvin Martin - People racing cars in his neighborhood and the drug problem in Mobile.

Darlene Martin - People racing cars in her neighborhood and the drug problem in Mobile.

Reggie Hill - Abuse of power as it relates to citizen involvement and tax payer resource spending.

11. ORDINANCES HELD OVER

09-007 Ordinance repealing Chapter 28, Article VI of the Mobile City Code, and dissolving the "Blue Ribbon Affordable Housing and Neighborhood Revitalization Commission" (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

09-008 Ordinance dissolving the "Citizens' Advisory Committee on Contracting Opportunities for Small Business and Minority Owned Firms" (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

09-009 Ordinance dissolving the "City of Mobile Citizens' Budget and Finance Advisory Committee" (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

09-010 Ordinance dissolving the "Public Transit Advisory Committee" (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

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. RESOLUTIONS HELD OVER

08-188 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-189 Approve purchase order to Sunsouth, LLC for John Deere tractor and Alamo machete for Parks & Rec. Dept.; \$194,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-190 Approve purchase order to University of South Alabama for Spring 2023 EMT certification course for MFRD; \$16,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-191 Approve purchase order to Carrier Corporation for cooling tower for the Civic Center; \$118,636.07 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-192 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford Explorer; \$36,866.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-193 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F150 pick-up truck; \$37,797.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-194 Approve purchase order to Software Vendor for annual forensic software renewal for MPD Cyber Division; \$42,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-195 Approve purchase order to Software Vendor for annual software renewal for forensic software for MPD Cyber Division; \$50,595.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-196 Authorize contract with American Tennis Courts, Inc. for pickleball and tennis courts improvements at James M. Seals Jr Park; \$86,244.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

25-197 Grant permanent and temporary easements to the Mobile Area Water & Sewer System for Eslava Creek Trunk Sewer Upgrades (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberberger, Eng. Dept., and Carleen Stout-Clark, RE Dept.).

40-198 Authorize the sale of City owned property located at 720 Museum Drive not now needed for public or municipal purposes (Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout-Clark, Real Estate Dept.).

50-199 Approve Tax Increment Financing District 2 (sponsored by Councilmember Small) (submitted by Michael Linder, Council Attorney).

14. CONSENT RESOLUTIONS BEING INTRODUCED

03-203 Appoint Hunter Whidden to the Citizens Parks and Recreation Advisory Committee (sponsored by Councilmember Reynolds) (submitted by Lisa C. Lambert, City Clerk).

09-204 Transfer funds from General Fund, District 7 Discretionary Account to

Parks & Recreation Revenue Account for Hillsdale Recreation Center Annual Mardi Gras Parade (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

09-205 Transfer funds from General Fund, District 7 Discretionary Account to Parks & Recreation Revenue Account for Serve it Up With Love Tennis Tournament (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

58-206 Assess costs for removal of weeds, Weed Lien Group 1633.

58-207 Assess costs for removal of weeds, Weed Lien Group 1638.

58-208 Assess costs for removal of weeds, Repeat Weed Lien Group 57.

60-209 Approve award of special bonus to the Officer of the Month; Watson (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

60-210 Approve award of special bonus to the Firefighter of the Month; Everson (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

60-211 Determine an appropriation to Bienville Souvenir & Gifts serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

15. CIP RESOLUTIONS BEING INTRODUCED

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.).

16. RESOLUTIONS BEING INTRODUCED

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).

17. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

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 - 9:40
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

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

2/16/2023 - 1:07 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

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

MIAGV

Cover Memo

2/15/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/15/2023 - 1:26
PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Nija Hill, Mothers Involved Against Gun Violence
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-454-4017

Organization (if applicable) _____

Mailing Address of Applicant 455 St. Louis Street (work)

Telephone No. 251-454-4017 E-mail address nija.hill@cityofmobile.org

Location or address of event where amplification will be used:

Figures Park, 658 Donald Street

Date of Event: 3-19-23 Starting Time: 12PM Ending Time 2PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Walk & Rally

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2023 FEB 14 AM 8:47



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Chili	Cover Memo	2/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/16/2023 - 1:09 PM



CITY CLERK DEPARTMENT

2023 FEB 16 AM 11:45

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 a.m. 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

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

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

Name of Applicant: 34th Annual Chili Cook-off

Committee Representative
Mike Thompson

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-656-1981

Organization (if applicable) American Cancer Society, Inc (ACS)

Mailing Address of Applicant 1100 Ireland Way, Suite 300 Birmingham, AL 35205

Telephone No. 800-227-2345 E-mail address suzannah.weeks@cancer.org

Location or address of event where amplification will be used:

Canal Street (between Broad Street & Washington St.)

Date of Event: 11 March 2023 Starting Time: 11:00 AM Ending Time: 3:30 PM

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

Type of Event: Fundraiser for American Cancer Society

Do you plan to sell alcohol at this event? ☒ YES ☐ NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

ACS Representative: Suzannah Weeks
suzannah.weeks@cancer.org
251-217-1151



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Cagle

Cover Memo

2/15/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/15/2023 - 1:31
PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise In Residential Areas Restricted [2/18/15]:

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(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

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Name of Applicant: David Cagle
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-447-4407

Organization (if applicable) Downtown Church

Mailing Address of Applicant 251 St. Francis Street

Telephone No. 251-660-7422 E-mail address davidc@mydowntownchurch.com

Location or address of event where amplification will be used:

Cooper Riverside Park

Date of Event: 4/9/23 Starting Time: 6:30am Ending Time 7:45am
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Sunrise Easter Service

Do you plan to sell alcohol at this event? ☐ YES ☒ NO

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT

2023 FEB 13 PM 3:30



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Baxter

Cover Memo

2/15/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/15/2023 - 1:37 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Danny Baxter

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-423-5440

Organization (if applicable) Woodridge Baptist Church

Mailing Address of Applicant 2700 Schillinger Rd S Mobile, AL 36695

Telephone No. 251-633-3000 E-mail address dbaxter@wbcmobile.com

Location or address of event where amplification will be used:

Medal of Honor Park - Bicentennial Pavillion

Date of Event: March 19 Starting Time: 3 PM Ending Time 7 PM

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

Type of Event: Concert/ Church Fellowship

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK DEPARTMENT

2023 FEB 13 AM 8:34



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Alexander

Cover Memo

2/15/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/15/2023 - 1:39 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 a.m. 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: Patsy Alexander

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-447-2886 Cell Number: 251-599-7318

Organization (if applicable) Holiday Transitional Center

Mailing Address of Applicant 6721 Candlelight CT. Mobile, AL 36695

Telephone No. 251-447-2886 E-mail address patsyalexander3@aol.com

Location or address of event where amplification will be used:

Medal Of Honor Park

Bicentennial Pavilion

1711 Hillcrest Rd. Mobile AL. 36609

Date of Event: April 15, 2023 Starting Time: 8AM Ending Time 1PM

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

Type of Event: Community Walk, entertainment and refreshments

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK DEPARTMENT

2023 FEB 14 AM 8:47



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/22/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Crawford

Cover Memo

2/15/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/15/2023 - 1:41
PM



CITY CLERK DEPARTMENT
2023 FEB 14 PM 12:22

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: Crawford, Michael J. Date: 2-22-22

Address: 2250 Summerland Dr

Phone: (251) 721-7320 Email: _____

Date to Address City Council: 02-22-2022

Subject (must be completed): Summerland Dr. is in need of some
serious repairs. Small additions could be added as well.

Two speed bumps on each end to slow down the
traffic which is being used as a short cut. Narrow
sidewalk for school kids to walk back & forth rather than
cutting across residents yards. Nice quiet neighborhood
short street. Maybe 20 homes total

Specific Questions: _____

Signature: Michael J. Crawford



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/22/2023

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

2/15/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/15/2023 - 1:46
PM



CITY CLERK DEPARTMENT
2023 FEB 14 PM 2:27

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: 2/14/23

Address: 109 S. Monterey St. 36604

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

Date to Address City Council: 2/22/23

Subject (must be completed): abuse power by City officials
and city business.

Specific Questions: _____

Signature: Taken by Phone-KB



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/22/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

McMillan

Cover Memo

2/15/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/15/2023 - 1:47 PM



CITY CLERK DEPARTMENT

2023 FEB 14 PM 2:27

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Ryan McMillan Date: 2/14/23

Address: 109 S. Monterey St. 36604

Phone: 251-709-6348 Email: Cybinisme@icloud

Date to Address City Council: 2/22/23

Subject (must be completed): Abuse of Power by City officials
and City business.

Specific Questions: _____

Signature: Taken by Phone -KB



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/22/2023

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Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

C. Martin

Cover Memo

2/16/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/16/2023 - 9:47
AM



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: Calvin Martin Date: 2-16-23

Address: 2411 Cross Street

Phone: 487-4182 Email: _____

Date to Address City Council: 2-22-23 (LW)

Subject (must be completed): Problems with people racing around his neighborhood & excessive drug issues in mobile.

Specific Questions: _____

Signature: Via phone TIL

CITY CLERK DEPARTMENT
2023 FEB 16 AM 9:20



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/22/2023

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REDUCE

INCREASE

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Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

D. Martin

Cover Memo

2/16/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/16/2023 - 9:50
AM



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: Darlene Martin Date: 2-16-23

Address: 2411 Cross Street

Phone: 487-4182 Email: _____

Date to Address City Council: 2-22-23 (W)

Subject (must be completed): To discuss people drag racing
around her neighborhood & the excessive
Drug issues in mobile

Specific Questions: _____

Signature: Via phone T.L.

2023 FEB 16 AM 9:20
CITY CLERK DEPARTMENT



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/22/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Hill

Cover Memo

2/16/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/16/2023 - 9:52
AM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, February 16, 2023 9:45 AM
To: Gauthier, Lana
Subject: 2/22 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Great day, Ma'am! I hope that all is well. This is a formal request to be added to the upcoming Agenda. I will address the following:

* Abuse of power as it relates to Citizen Involvement and Taxpayer Resource Spending.

Thank you, for your attention to this matter and your service to our City!

Kindest Regards,

Reggie

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





AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Michael Linder, Council Attorney

Sponsored by:

City Council

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

ordinance

Cover Memo

2/9/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/9/2023 - 2:09 PM

**AN ORDINANCE REPEALING CHAPTER 28, ARTICLE VI OF THE
MOBILE CITY CODE AND DISSOLVING THE “BLUE RIBBON
AFFORDABLE HOUSING AND NEIGHBORHOOD REVITALIZATION
COMMISSION”**

Sponsored by: Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones, and Gregory

WHEREAS, the City Council has determined that the “Blue Ribbon Affordable Housing and Neighborhood Revitalization Commission” previously established by the City Council is now defunct, not meeting regularly, or else no longer serving in a significant role as an advisory body to the City Council and Administration commensurate with resources expended on its operation and;

WHEREAS, the City Council generally wishes to reduce the number of advisory boards and commissions established by the City of Mobile in order to simplify operations and conserve resources;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the following Ordinance is adopted dissolving the Blue Ribbon Affordable Housing and Neighborhood Revitalization Commission.

Section 1: Chapter 28, Article VI of the Mobile City Code, §§ 28-71 through 28-77 as currently codified, and originally enacted as Ordinance Number 28-042-2019 on or about December 31, 2019, is hereby REPEALED.

Section 2: All ordinances, resolutions, orders, or parts thereof in conflict with or inconsistent with any provision herein are, to the extent of such conflict or inconsistency, repealed.

Section 3: This Ordinance shall take effect immediately upon its adoption and publication as required by law.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Michael Linder, Council Attorney

Sponsored by:

City Council

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

ordinance

Cover Memo

2/9/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/9/2023 - 2:12
PM

**AN ORDINANCE DISSOLVING THE “CITIZENS' ADVISORY
COMMITTEE ON CONTRACTING OPPORTUNITIES FOR SMALL
BUSINESS AND MINORITY OWNED FIRMS”**

Sponsored by: Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones and Gregory

WHEREAS, the City Council has determined that the “Citizens' Advisory Committee on Contracting Opportunities for Small Business and Minority Owned Firms” previously established by the City Council is now defunct, not meeting regularly, or else no longer serving in a significant role as an advisory body to the City Council commensurate with resources expended on its operation and;

WHEREAS, the City Council generally wishes to reduce the number of advisory boards and commissions established by the City of Mobile in order to simplify operations and conserve resources;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the following Ordinance is adopted dissolving the Citizens' Advisory Committee on Contracting Opportunities for Small Business and Minority Owned Firms.

Section 1: Ordinance 09-003-2015, establishing the Citizens' Advisory Committee on Contracting Opportunities for Small Business and Minority Owned Firms and adopted on or about January 20, 2015 is hereby REPEALED and the Citizens' Advisory Committee on Contracting Opportunities for Small Business and Minority Owned Firms is hereby DISSOLVED.

Section 2: All ordinances, resolutions, orders, amendments, or parts thereof in conflict with or inconsistent with any provision herein are, to the extent of such conflict or inconsistency, repealed.

Section 3: This Ordinance shall take effect immediately upon its adoption and publication as required by law.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Michael Linder, Council Attorney

Sponsored by:

City Council

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

ordinance

Cover Memo

2/9/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/9/2023 - 2:15
PM

AN ORDINANCE DISSOLVING THE “CITY OF MOBILE CITIZEN’S BUDGET AND FINANCE ADVISORY COMMITTEE”

Sponsored by: Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones and Gregory

WHEREAS, the City Council has determined that the “City of Mobile Citizen's Budget and Finance Advisory Committee” previously established by the City Council is now defunct, not meeting regularly, or else no longer serving in a significant role as an advisory body to the City Council commensurate with resources expended on its operation and;

WHEREAS, the City Council generally wishes to reduce the number of advisory boards and commissions established by the City of Mobile in order to simplify operations and conserve resources;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the following Ordinance is adopted dissolving the City of Mobile Citizen's Budget and Finance Advisory Committee.

Section 1: Ordinance 09-010-2012, establishing the City of Mobile Citizen's Budget and Finance Advisory Committee and adopted on or about May 8, 2012 is hereby REPEALED and the City of Mobile Citizen's Budget and Finance Advisory Committee is hereby DISSOLVED.

Section 2: All ordinances, resolutions, orders, amendments, or parts thereof in conflict with or inconsistent with any provision herein are, to the extent of such conflict or inconsistency, repealed.

Section 3: This Ordinance shall take effect immediately upon its adoption and publication as required by law.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Michael Linder, Council Attorney

Sponsored by:

City Council

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/9/2023 - 2:20
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

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



OFFICE OF THE CITY COUNCIL

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

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 _____



OFFICE OF THE CITY COUNCIL

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

APPLICATION LETTER (CONTROL) NUMBER 5554

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P.O. Box 1151
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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:

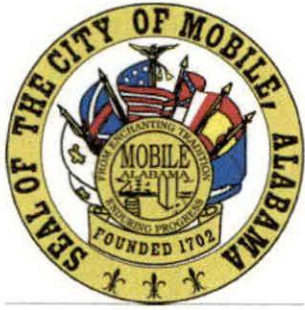
TRANSFER APPLICATION
AGENDA 02.14.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant _____

Date applicant signed for this approval letter _____



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 Date: 02.03.2016 County: VA
(Enter book & page or document info) (Incorporation or Authority)

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) _____

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 -

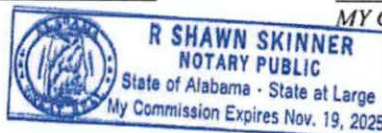
(Name of applicant or member if Partnership or Association)

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

GENERAL APPLICATION INFORMATIONContact Person FAMILY DOLLAR LICENSING DEPARTMENTE-mail: AB-LICENSING@DOLLARTREE.COMPhone Number: Home: 757.698.7582

Cell: _____

Bus: 757.698.7582Do 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 0License premises includes patio area *NO*Square Footage 10437License 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 conviction), 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, HAROLD BASHARD	DUI	VIRGINIA 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 601.794.2253Address of Property Owner/Lessor: PO BOX 1207 PURVIS MS 39475Applicant attests to the truthfulness of the above responses. (Applicant's Initials) Be

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.

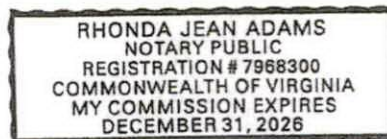
Signed this 31 day of JANUARY, 20 23.


Principal's Signature

VIRGINIA
State of Alabama)
CITY)
Parish of CHESAPEAKE)

On this 31 day of JANUARY, in the year 20 23 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.





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



TAYLOR ENGLISH COLUMBIA LLP OPERATING ACCOUNT 1800 PARKWOOD CIRCLE, SUITE 200 ATLANTA, GA 30339		FIRST CITIZENS BANK AND TRUST COMPANY OF SC COLUMBIA, SC 87-004-0328 03/30/2022		31842
PAY TO THE ORDER OF	City of Mobile	\$	50.00	
Pay and 00/100	City of Mobile	THIS RECEIPT IS VALID ONLY IF THE SIGNATURE OF THE CASHIER IS PRESENT		DOLLARS
MEMO 61495		<i>Carla E. [Signature]</i>		

Thank you for your payment

CUSTOMER COPY



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.

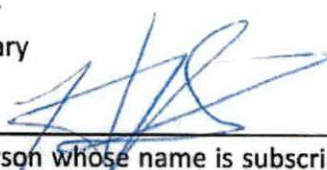
Additionally, we request any correspondence relating to the application process be sent to the following address:

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

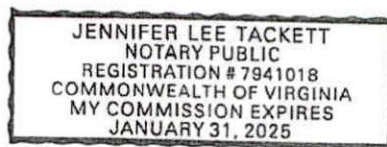
Should there be any questions or concerns regarding this authorization, please contact Ms. Sharon Wesselhoft of Family Dollar at 757-991-5008 x.14008 or swesselh@dollartree.com. Ms. Wesselhoft can also be reached via mail at 500 Volvo Parkway, Chesapeake, VA 23320.

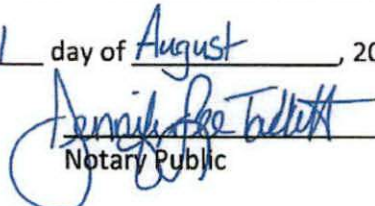
Thank you,

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.




Notary Public
My Commission Expires: 1/31/25

(SEAL)

STORE SUPPORT CENTER
500 Volvo Parkway | Chesapeake, Virginia 23320 | Tel 757-321-5000 | www.dollartree.com

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 # 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 Address
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 Address: _____
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	11/20/1982 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

☒

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.

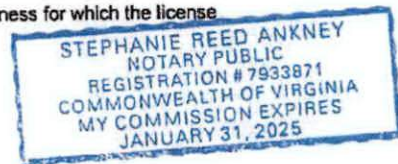
Applicant Name (print): Harry Spenar

Signature of Applicant: [Signature]

Notary Name (print): Stephanie Reed Ankney

Notary Signature: [Signature]

Commission expires: 01/31/2025



Application Taken: 1/13/2022 App. Inv. Completed:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

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

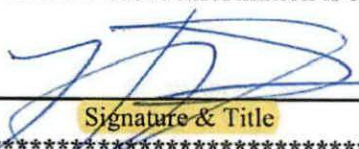
License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
License County: MOBILE
Business Type:
Trade Name: **FAMILY DOLLAR 24765**
Applicant Name: **FAMILY DOLLAR STORES OF ALABAMA LLC**
Location Address: 1281 A DAUPHIN ISLAND PARKWAY
MOBILE, AL 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
Date: 8/4/2022
Signature & Title

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.

Alabama Sec. Of State Entity Change 056-230 Date 2/03/2016 Time 16:08 160203	File \$150.00 Ackn \$1.00 Exp \$100.00	Total \$250.00 04/032
--	--	--------------------------

(For SOS Office Use Only)

**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:

(For County Probate Court Office Use Only)

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

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):

- | | |
|---|---|
| ☒ 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, ~~Inc.~~

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, 1900 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

1601080070

**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]

1601080070

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

1681080970

Exhibit A

Plan of Entity Conversion

(See attached)

**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

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.

1681080070

Schedule 1

Articles of Organization of Family Dollar Stores of Alabama, LLC

(See attached)

**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

S598649 - 4

1661080670

**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
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
Joel H. Peck, Clerk of the Commission

160100052

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

1681068652

EXHIBIT A
PLAN OF DOMESTICATION

See attached.

**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.

1681060652

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.

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

1601060652

1801060652

EXHIBIT B

AMENDED AND RESTATED ARTICLES OF INCORPORATION

See attached.

**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]

1001060052

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

0800581 - 1

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, JANUARY 26, 2016

1001000052

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

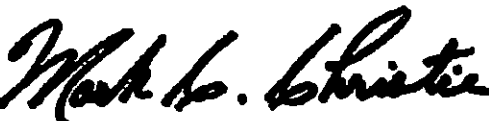
be issued and admitted to record with the articles of domestication and articles of incorporation in the Office of the Clerk of the Commission, effective January 26, 2016.

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
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



**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**

**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/clerk**

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

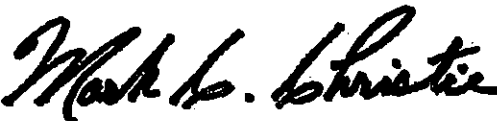
be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

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
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

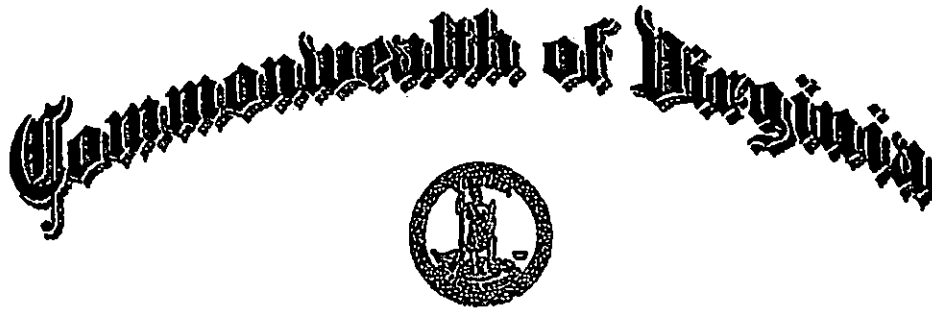
That the limited liability company is in existence in the Commonwealth of Virginia as of the date set forth below.

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



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. Beck
Clerk of the Commission

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, dress-makers, 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.

ams 0113 MME 0274

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.

0113MEX0275

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:

<u>NAME</u>	<u>POST-OFFICE ADDRESS</u>
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:

<u>NAME</u>	<u>POST-OFFICE ADDRESS</u>	<u>SHRS.</u>
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:

	<u>NAMES</u>	<u>POST-OFFICE ADDRESSES</u>
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

Trea. &
Chr. of
Board Leon Levine 10401 Old Monroe Road
 Charlotte, N.C. 28212

Asst.
Trea. 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

0113 PAGE 0277

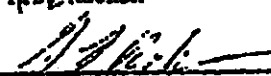
of its own capital stock from time to time, to such extent and in such manner, and upon such terms as its board of directors shall determine; and neither the property nor the capital stock so purchased and acquired shall be regarded as profits for the purpose of declaration or payment of dividends, unless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


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 signors 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	SHARES.
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.

01-13-1979 0279

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 6th day of April, 1979.

[Signature]
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. CLERK

APR 10 2 50 PM 1979

JUDGE OF PROBATE

001.00 : -A
025.00 : -A
002.50 : -A
005.00 : -A
010.00 : -A
043.50 : -A

555542 210

CERTIFIED COPY
I hereby certify this document was filed in
Montgomery County, Alabama on 4/10/79
Book COKE 0113
Page 0273-0274

[Signature]
CLERK OF PROBATE

Alabama Secretary of State

Family Dollar Stores of Alabama, LLC	
Entity ID Number	056 - 230
Entity Type	Foreign Limited Liability Company
Principal Address	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Principal Mailing Address	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Status	Exists
Place of Formation	Virginia
Formation Date	4-10-1979
Quasi Date	2-3-2016
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	DRY GOODS
Capital Authorized	\$1,000
Capital Paid In	\$1,000
Annual Reports Annual Report Information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014
Transactions	
Transaction Date	4-26-1979
Registered Agent Changed From	Not Provided
Transaction Date	10-18-1982
Registered Agent Changed From	THE CORPORATION COMPANY MONTGOMERY, AL
Transaction Date	12-17-1997
Legal Name Changed From	Family Dollar Stores of Tarrant, Ala., Inc.
Transaction Date	12-17-1997
Legal Name Merged	Family Dollar Stores of Alabama, Inc.
Transaction Date	12-17-1997
Legal Name Merged	Family Dollar Stores of Dothan, Ala., Inc.
Transaction Date	12-17-1997
Legal Name Merged	Family Dollar Stores of Sylacauga, Ala., Inc.
Transaction Date	12-17-1997
Miscellaneous Filing Entry	MRGR FILED THIS DATE EFFECTIVE: 01-01-1998 @12:01 A.M.
Transaction Date	7-14-2010
Registered Agent Changed From	PRENTICE HALL CORPORATION SYSTEM INC 150 S PERRY ST MONTGOMERY, AL 36104
Transaction Date	1-14-2015
Miscellaneous Filing Entry	AGENT CHANGE DOCUMENT FILED 4/10/1979 FILED AND SCANNED TO THE INDEX 1/14/2015
Transaction Date	2-3-2016
Legal Name Changed From	Family Dollar Stores of Alabama, Inc.
Transaction Date	2-3-2016
Principal Office Changed From	MONTGOMERY, AL
Transaction Date	2-3-2016
Member/Share Activity	*Removed MACHEN, P H
Transaction Date	2-3-2016
Member/Share Activity	*Removed RAUSHER, J
Transaction Date	2-3-2016

Family Dollar Stores of Alabama, LLC	
Member/Share 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
Searched Documents	
Partial Document(s)	
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.

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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:

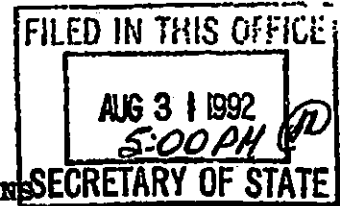
Family Dollar Stores, Inc., Family Dollar Stores of Scottsboro, Ala., Inc., Family Dollar Stores of Ft. Payne, Ala., Inc., Family Dollar Stores of Roanoke, Ala., Inc., Family Dollar Stores of Demopolis, Ala., Inc., Family Dollar Stores of Tallahassee, Ala., Inc., Family Dollar Stores of Attalla, Ala., 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



**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
Stephen G. Simms, Senior Vice
President

By this signature also attested by:

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

EACH OF THE FOLLOWING IS A MERGING CORPORATION:

FAMILY DOLLAR STORES, INC.

By: Stephen G. Simms
Stephen G. Simms, Senior Vice
President

By this signature also attested
by:

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

**FAMILY DOLLAR STORES OF
SCOTTSBORO, ALA., INC.**

By: Stephen G. Simms
Stephen G. Simms, Senior Vice
President

By this signature also attested
by:

By: George R. Mahoney, Jr.
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

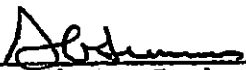
FAMILY DOLLAR STORES OF
ROANOKE, ALA., INC.

By: 
Stephen G. Simms, Senior Vice
President

By this signature also attested
by:

By: 
George R. Mahoney, Jr.,
Secretary

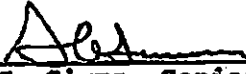
FAMILY DOLLAR STORES OF
DEMOPOLIS, ALA., INC.

By: 
Stephen G. Simms, Senior Vice
President

By this signature also attested
by:

By: 
George R. Mahoney, Jr.,
Secretary

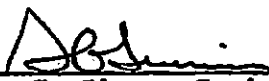
FAMILY DOLLAR STORES OF
TALLASSEE, ALA., INC.

By: 
Stephen G. Simms, Senior Vice
President

By this signature also attested
by:

By: 
George R. Mahoney, Jr.,
Secretary

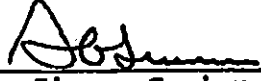
FAMILY DOLLAR STORES OF
ATTALLA, ALA., INC.

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

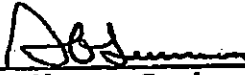
**FAMILY DOLLAR STORES OF
HUNTSVILLE, ALA., INC.**

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

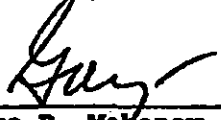
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by:

By: 
George R. Mahoney, Jr.,
Secretary

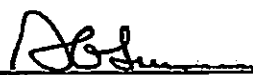
**FAMILY DOLLAR STORES OF
BREWTON, ALA., INC.**

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

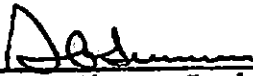
**FAMILY DOLLAR STORES OF SELMA,
ALA., INC.**

By: 
Stephen G. Simms, Senior Vice
President

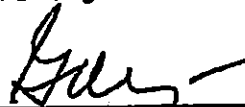
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By: 
George R. Mahoney, Jr.,
Secretary

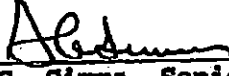
**FAMILY DOLLAR STORES OF
PIEDMONT, ALA., INC.**

By: 
Stephen G. Simms, Senior Vice
President

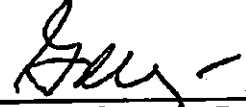
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By: 
George R. Mahoney, Jr.,
Secretary

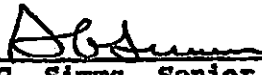
**FAMILY DOLLAR STORES OF
FAYETTE, ALA., INC.**

By: 
Stephen G. Simms, Senior Vice
President

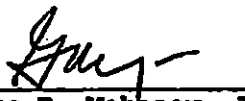
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By: 
George R. Mahoney, Jr.,
Secretary

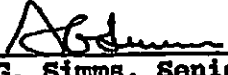
**FAMILY DOLLAR STORES OF
CULLMAN, ALA., INC.**

By: 
Stephen G. Simms, Senior Vice
President

By this signature also attested
by:

By: 
George R. Mahoney, Jr.,
Secretary

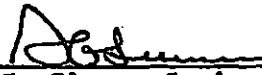
**FAMILY DOLLAR STORES OF BAY
MINETTE, ALA., INC.**

By: 
Stephen G. Simms, Senior Vice
President

By this signature also attested
by:

By: 
George R. Mahoney, Jr.,
Secretary

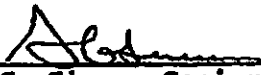
**FAMILY DOLLAR STORES OF
HARTSELLE, ALA., INC.**

By: 
Stephen G. Simms, Senior Vice
President

By this signature also attested
by:

By: 
George R. Mahoney, Jr.,
Secretary

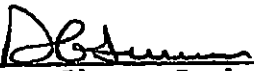
**FAMILY DOLLAR STORES OF
BIRMINGHAM, ALA., INC.**

By: 
Stephen G. Simms, Senior Vice
President

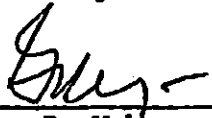
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by:

By: 
George R. Mahoney, Jr.,
Secretary

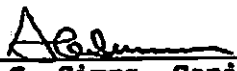
**FAMILY DOLLAR STORES OF
HUKYTOWN, ALA., INC.**

By: 
Stephen G. Simms, Senior Vice
President

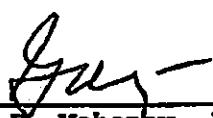
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By: 
George R. Mahoney, Jr.,
Secretary

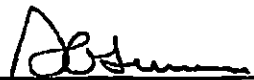
**FAMILY DOLLAR STORES OF GENEVA,
ALA., INC.**

By: 
Stephen G. Simms, Senior Vice
President

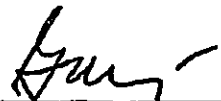
By this signature also attested
by:

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
EUFULA, 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

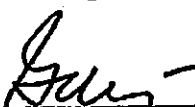
By this signature also attested
by:

By: 
George R. Mahoney, Jr.,
Secretary

**FAMILY DOLLAR STORES OF
CHILDERSBURG, ALA., INC.**

By: 
Stephen G. Simms, Senior Vice
President

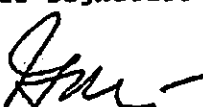
By this signature also attested
by:

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

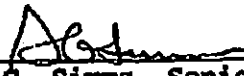
**FAMILY DOLLAR STORES OF
GREENVILLE, ALA., INC.**

By: 
Stephen G. Simms, Senior Vice
President

By this signature also attested
by:

By: 
George R. Mahoney, Jr.,
Secretary

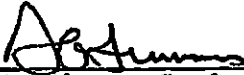
**FAMILY DOLLAR STORES OF
FLORENCE, ALA., INC.**

By: 
Stephen G. Simms, Senior Vice
President

By this signature also attested
by:

By: 
George R. Mahoney, Jr.,
Secretary

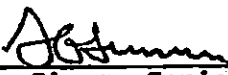
**FAMILY DOLLAR STORES OF
DECATUR, ALA., INC.**

By: 
Stephen G. Simms, Senior Vice
President

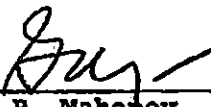
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by:

By: 
George R. Mahoney, Jr.,
Secretary

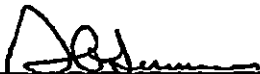
**FAMILY DOLLAR STORES OF ATHENS,
ALA., INC.**

By: 
Stephen G. Simms, Senior Vice
President

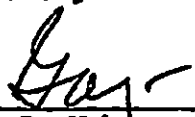
By this signature also attested
by:

By: 
George R. Mahoney, Jr.,
Secretary

**FAMILY DOLLAR STORES OF
SHEFFIELD, ALA., INC.**

By: 
Stephen G. Simms, Senior Vice
President

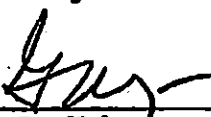
By this signature also attested
by:

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

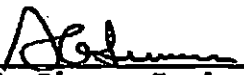
**FAMILY DOLLAR STORES OF GUIN,
ALA., INC.**

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

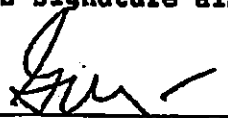
By this signature also attested
by:

By: 
George R. Mahoney, Jr.,
Secretary

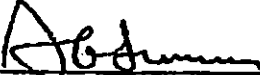
**FAMILY DOLLAR STORES OF BOAZ,
ALA., INC.**

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:

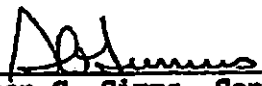
By: 
George R. Mahoney, Jr.,
Secretary

JRH/82

FAMILY DOLLAR STORES OF
MOUNTAIN, ALA., INC.
By: Stephen G. Stimms
Stephen G. Stimms, Senior Vice
President
By this signature also attested
by: George R. Mahoney, Jr.
Secretary

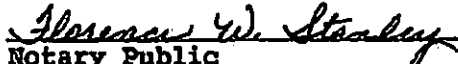
STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF MECKLENBURG)

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.

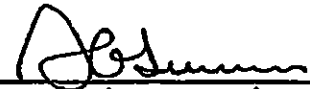


Notary Public

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.



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 Tallahassee, 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 1187, Richmond, VA 23218-1187
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23218-3630
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk

**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

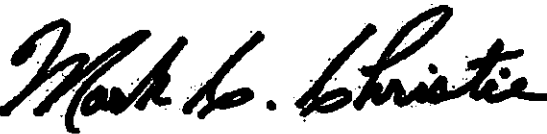
be issued and admitted to record with the articles of domestication and articles of incorporation in the Office of the Clerk of the Commission, effective January 26, 2016,

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.

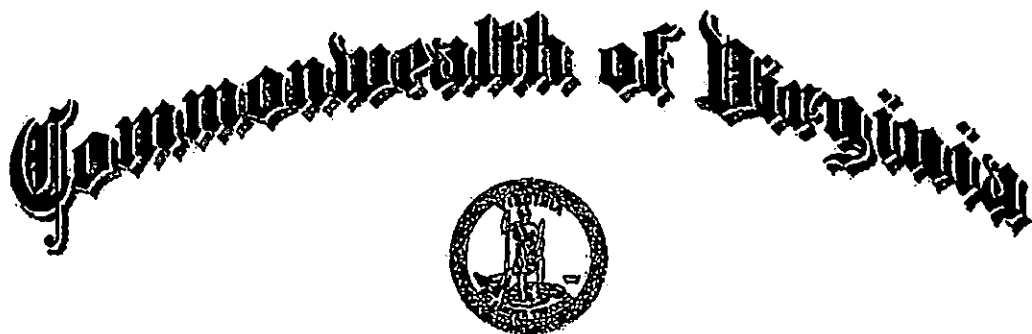
The corporation is granted the authority conferred on it by law in accordance with its articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By 

Mark C. Christie
Commissioner

DOMACPT
CIS0343
16-01-26-1111



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. Beck
Clerk of the Commission



**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**

**P.O. Box 1187, Richmond, VA 23218-1197
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-9733 or (888) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk**

**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.

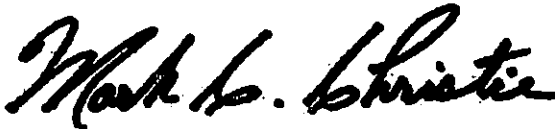
When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

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
Commissioner

CNVRLACT
CIS0353
16-01-27-1110



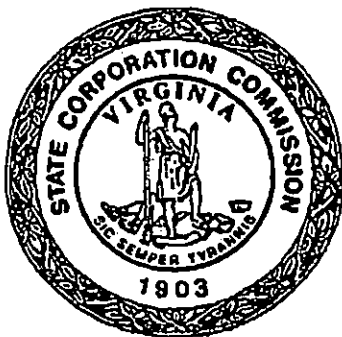
STATE CORPORATION COMMISSION

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. Pesh
Clerk of the Commission

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.



20160205000021766

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

A handwritten signature in black ink, reading "J. H. Merrill".

John H. Merrill

Secretary of State

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)

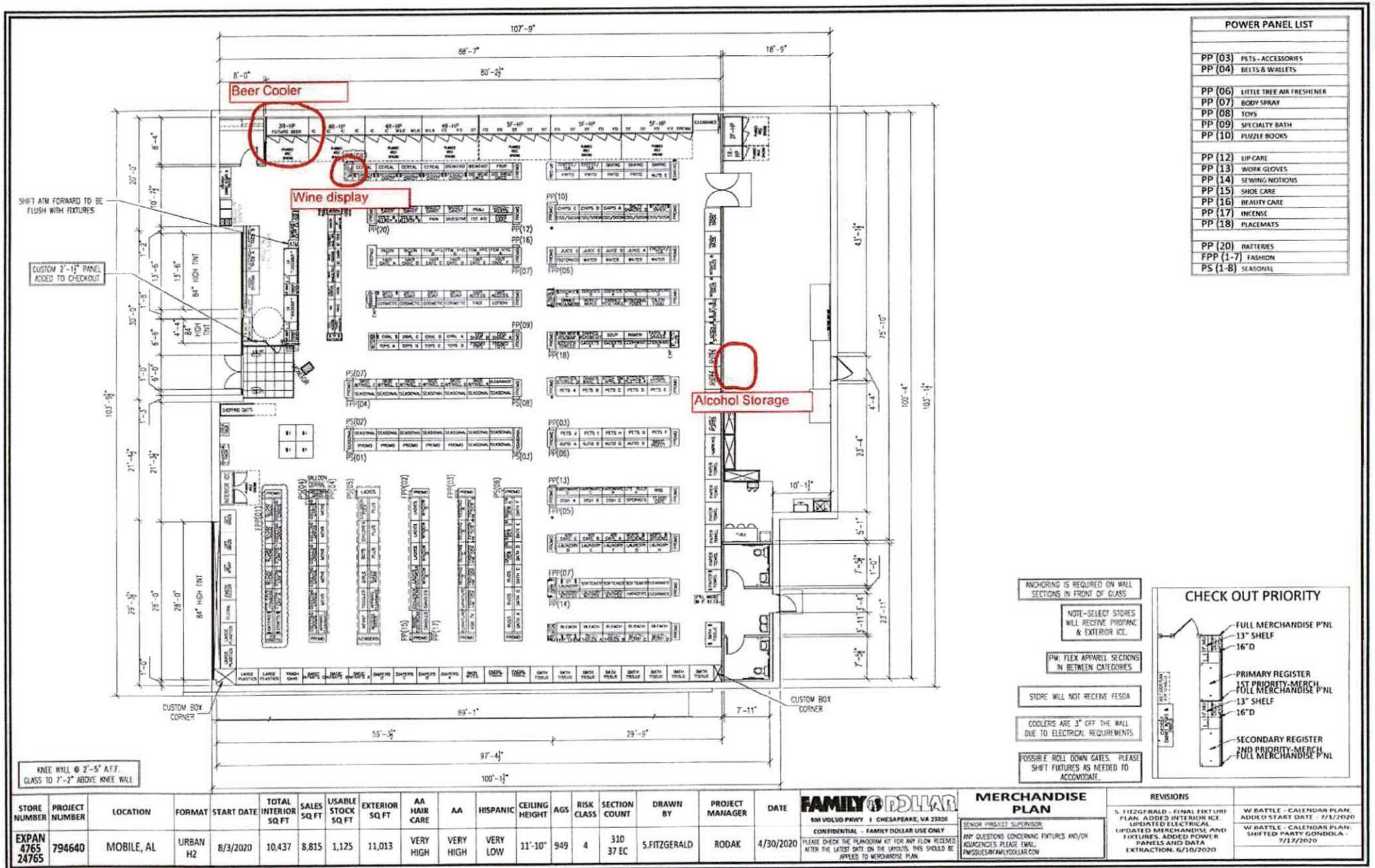
02/06/2023

Date

SITE PLAN
SCALE 1" = 30'-0"
DRAWING PLACED PRELIMINARY BY J

RECEIVED BUREAU
 PRIVATE BUILDING
 FOLIO. 66-1000
 19-1000 SA PT...
 19-1000 SA PT...

LANDLORD 2nd TENANT



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.

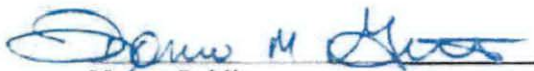
DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8534)

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


Notary Public


Property Owner

8.16.22
Date



My Commission Expires

Family Dollar Stores of Alabama, LLC

Licensee

Date

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 ^{28A} 8030 73' x 110' RN 2 ~~2,000 (80' x 100')~~ 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



this lease shall be redefined to mean "Tenant's building,
consisting of 8,300 (83' x 110' x 100') 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



**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 that 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

[Signature]
Owner of Property (Signature)

RSHOWS, LLC
Print Name of Property Owner

PO Box 1207
Address

<u>Purvis</u>	<u>MS</u>	<u>39475</u>
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

[Signature]
Applicant's Signature

Family Dollar Stores of Alabama, LLC
Print Name of Applicant

500 Volvo Parkway
Address

<u>Chesapeake</u>	<u>VA</u>	<u>23320</u>
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**


(Signature of Applicant or POA)

R SHAWN SKINNER



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

John Paine Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders for fuel.

Amount of Contract:

Total of all is \$303,420.95

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230202 Fuel Agenda Package POs	Cover Memo	2/2/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	2/9/2023 - 2:50 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendors in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>5196</u>	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	\$16,176.55	(279229) PETROLEUM TRADERS CORPORATION
<u>5197</u>	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	\$16,176.55	(279229) PETROLEUM TRADERS CORPORATION
<u>5199</u>	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	\$16,176.55	(279229) PETROLEUM TRADERS CORPORATION
<u>5200</u>	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	\$16,176.55	(279229) PETROLEUM TRADERS CORPORATION
<u>5202</u>	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	\$16,176.55	(279229) PETROLEUM TRADERS CORPORATION
<u>5188</u>	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	\$24,375.00	(279229) PETROLEUM TRADERS CORPORATION

<u>5189</u>	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	\$24,375.00	(279229) PETROLEUM TRADERS CORPORATION
<u>5190</u>	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	\$24,375.00	(279229) PETROLEUM TRADERS CORPORATION
<u>5191</u>	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	\$24,375.00	(279229) PETROLEUM TRADERS CORPORATION
<u>5192</u>	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	\$24,375.00	(279229) PETROLEUM TRADERS CORPORATION
<u>5205</u>	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	\$20,132.64	(279229) PETROLEUM TRADERS CORPORATION
<u>5208</u>	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	\$20,132.64	(279229) PETROLEUM TRADERS CORPORATION
<u>5210</u>	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	\$20,132.64	(279229) PETROLEUM TRADERS CORPORATION
<u>5212</u>	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	\$20,132.64	(279229) PETROLEUM TRADERS CORPORATION
<u>5215</u>	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	\$20,132.64	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005196-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 6500.00 2.45000 15925.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			15925.00
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604				
002	MARGIN PRICE	6500.00	0.03870	251.55
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			251.55

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005196-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	16176.55
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	16176.55	4723779.85
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

=====	=====
Bill To	Requisition 00005196-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
02/01/23	279229				FLEET MANAGEMENT-GARAGE
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005197-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 6500.00 2.45000 15925.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			15925.00
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604				
002	MARGIN PRICE	6500.00	0.03870	251.55
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			251.55

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005197-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	16176.55
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	16176.55	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

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Bill To	Requisition 00005197-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
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Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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02/01/23	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

===== Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005199-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624.				
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	6500.00 GALLON	2.45000	15925.00
1	1000.40.20.2070.2050.2070.0000.0000.45020.			15925.00
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604				
002	MARGIN PRICE	6500.00 EACH	0.03870	251.55
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			251.55

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005199-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	16176.55
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	16176.55	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

=====	=====
Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005199-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
=====	=====

Page 3

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005200-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 6500.00 2.45000 15925.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			15925.00
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604				
002	MARGIN PRICE	6500.00	0.03870	251.55
EACH Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			251.55

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005200-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	16176.55
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	16176.55	4723779.85
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005200-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 3
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005202-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 6500.00 2.45000 15925.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			15925.00
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604				
002	MARGIN PRICE	6500.00	0.03870	251.55
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			251.55

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005202-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	16176.55
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	16176.55	4723779.85
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

=====	=====
Bill To	Requisition 00005202-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
02/01/23	279229				FLEET MANAGEMENT-GARAGE
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005188-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AL STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS	7500.00	3.25000	24375.00
	PRICE.	GALLON		
	Vendor Item			
	Inventory Item/Loc 5295			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			24375.00
Ship To				
MUNICIPAL GARAGE				
770 GAYLE STREET				
MOBILE, AL 36604				
Delivery Reference				
TRAVESIA AGEE				
Deliver To				
MUNICIPAL GARAGE				
770 GAYLE STREET				
MOBILE, AL 36604				
002	MARGIN PRICE	7500.00	0.00000	0.00
		EACH		
	Vendor Item			
	Inventory Item/Loc 7982			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005188-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total 24375.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	24375.00	4723779.85
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

=====	=====
Bill To	Requisition 00005188-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
02/01/23	279229				FLEET MANAGEMENT-GARAGE
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005189-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AL STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS	7500.00	3.25000	24375.00
	PRICE.	GALLON		
	Vendor Item			
	Inventory Item/Loc 5295			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			24375.00
Ship To				
MUNICIPAL GARAGE				
770 GAYLE STREET				
MOBILE, AL 36604				
Delivery Reference				
TRAVESIA AGEE				
Deliver To				
MUNICIPAL GARAGE				
770 GAYLE STREET				
MOBILE, AL 36604				
002	MARGIN PRICE	7500.00	0.00000	0.00
		EACH		
	Vendor Item			
	Inventory Item/Loc 7982			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005189-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	24375.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	24375.00	4723779.85
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005189-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005190-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AL STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS	7500.00	3.43000	25725.00
	PRICE.	GALLON		
	Vendor Item			
	Inventory Item/Loc 5295			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			25725.00
Ship To				
MUNICIPAL GARAGE				
770 GAYLE STREET				
MOBILE, AL 36604				
Delivery Reference				
TRAVESIA AGEE				
Deliver To				
MUNICIPAL GARAGE				
770 GAYLE STREET				
MOBILE, AL 36604				
002	MARGIN PRICE	7500.00	0.00000	0.00
		EACH		
	Vendor Item			
	Inventory Item/Loc 7982			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005190-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	25725.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	25725.00	4723779.85
FLEET MANAGEMENT EXP		
FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005190-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005191-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AL STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS	7500.00	3.25000	24375.00
	PRICE.	GALLON		
	Vendor Item			
	Inventory Item/Loc 5295			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			24375.00
Ship To				
MUNICIPAL GARAGE				
770 GAYLE STREET				
MOBILE, AL 36604				
Delivery Reference				
TRAVESIA AGEE				
Deliver To				
MUNICIPAL GARAGE				
770 GAYLE STREET				
MOBILE, AL 36604				
002	MARGIN PRICE	7500.00	0.00000	0.00
		EACH		
	Vendor Item			
	Inventory Item/Loc 7982			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005191-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	24375.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	24375.00	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

=====	=====
Bill To	Requisition 00005191-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
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Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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02/01/23	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

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Bill To	Requisition 00005192-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 1
=====	=====

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
02/01/23	279229				FLEET MANAGEMENT-GARAGE
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LN	Description / Account	Qty	Unit Price	Net Price
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	3.25000	24375.00

1	1000.40.20.2070.2050.2070.0000.0000.45020.			24375.00
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Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			

1	1000.40.20.2070.2050.2070.0000.0000.45020.			.00
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Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005192-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	24375.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	24375.00	4723779.85
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

=====	=====
Bill To	Requisition 00005192-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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02/01/23	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005205-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624.				
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.45000	20090.00
1	1000.40.20.2070.2050.2070.0000.0000.45020.			20090.00
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607				
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005205-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total	20132.64
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20132.64	4723779.85
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005208-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624.				
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.45000	20090.00
1	1000.40.20.2070.2050.2070.0000.0000.45020.			20090.00
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607				
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005208-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total 20132.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20132.64	4723779.85
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005208-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

===== Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005210-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624.				
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.45000	20090.00
1	1000.40.20.2070.2050.2070.0000.0000.45020.			20090.00
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE				
Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607				
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005210-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total 20132.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20132.64	4723779.85
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005210-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005212-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624.				
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.45000	20090.00
1	1000.40.20.2070.2050.2070.0000.0000.45020.			20090.00
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607				
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005212-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total	20132.64
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20132.64	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005212-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
--	---

Page 3

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005215-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 8200.00 2.45000 20090.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			20090.00
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607				
002	MARGIN PRICE	8200.00	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005215-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total	20132.64
-------------------	----------

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20132.64	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00005215-00 FY 2023 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

BID #5624-FUEL

**GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)**

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

**GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)**

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

**DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)**

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

**GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY**

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL **	.3825
OAGG, INC	3.9755

**** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.**

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:

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

Purchasing Department
and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: ms Buyer: 007

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

DATE 10/14/2021	BID NO. 5624	DEPARTMENT Various	Commodities to be delivered F.O.B. Mobile to: As Specified
--------------------	-----------------	-----------------------	---

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	FUEL The City of Mobile requests bids for: Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane. Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods. Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order. Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount. Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased. The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes. Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.					
			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.

Page _____ of _____

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 6 Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation. BAD FUEL: If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent. If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids. PRICING: Gasoline Unleaded Regular E-10 87 Octane Rating 1000 – 8199 Gallons per Delivery Margin Price per Gallon Gasoline Unleaded Regular E-10 87 Octane Rating 8200 Gallons or More per Delivery Margin Price per Gallon Diesel #2 (Ultra Low Sulfur) Clear on Road 1000 – 2000 Gallons per Delivery Margin Price per Gallon Gasoline Unleaded 89% Octane Rating, 0% Ethanol 1000 – 2000 Gallons per Delivery Margin Price per Gallon TO BE AWARDED ON A PER ITEM BASIS.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

Page _____ of _____

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Page _____ of _____

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 6 of 6 City of Mobile Business License is required. See Item 14 on Reverse of Page 1. The City of Mobile does not accept Vendors' terms and conditions. This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1. For additional information, contact: <u>purchasing@cityofmobile.org</u> CONTACT INFORMATION (PLEASE PRINT) COMPANY NAME _____ CONTACT NAME _____ COMPANY ADDRESS _____ TELEPHONE NUMBER _____ FAX NUMBER _____						
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

180



Contract: 180000000002-999-2 - GASOLINE & DIESEL FUEL Amendment #2



Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173
1 Result(s)			

Supplier Contact

First name	Last name	Email	Phone
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661
1 Result(s)			

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date	End Date
9/30/2021	3/30/2023

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code	UOM
MADISON, GASOLINE, 8,200 > GALLONS	180000000002-999-1-76	0.00 Gallon
MADISON, DIESEL, 7,500 > GALLONS	180000000002-999-1-77	0.00 Gallon
MARENGO, GASOLINE, 8,200 > GALLONS	180000000002-999-1-78	0.00 Gallon
MARENGO, DIESEL, 7,500 > GALLONS	180000000002-999-1-79	0.00 Gallon
MARION, GASOLINE, 8,200 > GALLONS	180000000002-999-1-80	0.00 Gallon
MARION, DIESEL, 7,500 > GALLONS	180000000002-999-1-81	0.00 Gallon
MARSHALL, GASOLINE, 8,200 > GALLONS	180000000002-999-1-82	0.00 Gallon
MARSHALL, DIESEL, 7,500 > GALLONS	180000000002-999-1-83	0.00 Gallon
MOBILE, DIESEL, 7,500 > GALLONS	180000000002-999-1-84	0.00 Gallon
	180000000002-999-1-85	



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunsouth LLC for John Deere 6110 tractor with Alamo boom mower for Parks Department.
General fund.

Amount of Contract:

\$194,400.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230306 Sunsouth Agenda Package POs	Cover Memo	2/6/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	2/9/2023 - 2:53 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual-cost.*

RESOLUTION

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
<u>3105</u>	2023	(F7000) MOTOR POOL	JOHN DEERE 6110 TRACTOR WITH 25FT BOOM AND 60IN ALAMO MACHETE-3 MOWER HEAD FOR PARKS DEPARTMENT (SEALED BID 5765)	\$194,400.00	(<u>291912</u>) <u>SUNSOUTH LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003105-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor
 SUNSOUTH LLC
 8420 TANNER WILLIAMS RD

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36608

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-649-3892
 Fax 251-649-3896

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
12/09/22	291912	12/09/22			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 TRACTOR WITH SIDE MOUNTED SLOPE MOWER VENDOR TO PROBIDE 2023 OR NEW JOHN DEERE 6110 TRACTOR WITH ALAMO MACHETE-3 MOWER WITH 25 FOOT BOOM AND 60 INCH SEVERE DUTY ROTAARY CUTTER / MOWER HEAD AS PER MY BID #5765 AND YOUR QUOTE #28158362 DATED FEBRUARY 1 , 2023 Additional Description Notes	1.00 EACH	194400.00000	194400.00

2022 OR NEWER JOHN DEERE 6110M TRACTOR. REQUESTED BY PARKS DEPT.

1 2000.80.00.0000.0000.0000.0000.47120. E C0756 .VEHICLEEXP.	194400.00
---	-----------

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	194400.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003105-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Released
--	---

Page 2

Vendor
 SUNSOUTH LLC
 8420 TANNER WILLIAMS RD

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36608

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-649-3892
 Fax 251-649-3896

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
12/09/22	291912	12/09/22			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****			
Account		Amount	Remaining Budget
E C0756 .VEHICLEEXP.		194400.00	247357.22

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47120.		
	194400.00	
CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
CCancelled	02/06/23	JOHN PAINE	Requisition item removed chang
Approved	12/13/22	DANIEL OTTO	
Approved	12/14/22	BRENDA RHODES	
Approved	12/14/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/14/22	RELYA MALLORY	Auto approved by: 910511034
Queued	02/06/23	DANIEL OTTO	being worked
Pending		BRENDA RHODES	being worked
Pending		TIFFANY HOLLINS	being worked
Pending		RELYA MALLORY	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

BID TABULATION FOR BID #5765

DEERE 6110 TRACTOR WITH
ALAMO MACHETE-3,
25' BOOM MOWER WITH
60" ROTARY CUTTER HEAD

BEARD EQUIPMENT	SUNSOUTH LLC
\$200,531.30	\$194,400.00

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
01/17/2023	5765	MOTOR POOL	As Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, FRIDAY, FEBRUARY 3, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX 1-2	TRACTOR WITH SIDE MOUNT 60” SLOPE/DITCH MOWER 2022 or newer tractor with side mounted 60” slope/ditch mower. To be 2022 or newer John Deere 6110 tractor with 2022 or newer Alamo Machete™3, 25’ boom mower with 60” severe duty rotary cutter/mower as per the following and attached specifications. No substitute on tractor or boom mower brands or models. Make _____ Model _____ Upon award, the City will purchase a minimum of one (1) John Deere 6110 tractor with Alamo Machete™3, 25 foot boom mower with 60” severe duty rotary cutter/mower. No substitution on tractor or mower. Quote delivered pricing FOB Mobile. 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/					
Page 1 of 2			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

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 Alabama, 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.

Page_____ of _____

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TRACTOR SPECIFICATIONS

- Model: 6110M CAB PQ+ 4WD Tractor
- Powrquad Plus LHR 16/16 30K
- No Isobus ready / Greenstar
- Less JDLINK
- 6m cab stand with RH console
- Standard seat
- Mirror – LH&RH Manual Telescope
- Standard radio
- Hydraulic pump – 80 l/min
- 2 mechanical svcs (2 svcs 20)
- Rear PTO 540/1000 reversible
- Dlinks with Tel. Ball Cat2
- Center link with ball end
- Sway control blocks
- Flange-type rear axle
- Adjustable steel wheels
- Rear wheels size 480/80R38
- 4WD Front Axle – unsuspended
- Adjustable steel wheels
- Front wheels size 440/80R24
- Preparation for front auxiliary
- Heavy duty rear wheel brakes
- Backup alarm

MOWER SPECIFICATIONS

MACHETE™3 25' REACH

BASIC FEATURES

- 25' minimum horizontal reach
- 25'7" minimum vertical reach
- 12'1" below grade reach
- Two section articulated boom
- 60" rotary cutting head

BOOM FEATURES AND MOUNTING

- Standard boom functions shall include horizontal swing, vertical lift, dipper reach, and mower head tilt.

OPERATOR PROTECTION AND SAFETY

- Cab required; open station tractor not acceptable
- Cab thick right side replacement polycarbonate windows

CUTTER HEAD

- Rotary head with door, 5" diameter cut capacity



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:2/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to University of South Alabama for Spring 2023 EMT Certification Course.

General fund.

Amount of Contract:

\$16,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230207 USA Agenda Package POs	Cover Memo	2/7/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	2/9/2023 - 2:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual-cost.*

RESOLUTION

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
<u>5362</u>	2023	(1510) FIRE ADMINISTRATION	SPRING 2023 EMT CERTIFICATION COURSE FOR MFRD (INTERGOVERNMENTAL AGREEMENT)	\$16,000.00	<u>(281629)</u> <u>UNIVERSITY OF SOUTH ALABAMA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005362-00 FY 2023 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/06/23	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AS PER YOUR QUOTE
Vendor Sourcing Notes

Send to: Dean's Office, College of Allied Health Professions, attn:
Melody Baker Gray, 251-445-9252

001 TRAINING CLASS	8.00 EACH	2000.00000	16000.00
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Additional Description Notes

Spring 2023 EMT Certification Course as per your quote dated 02/01/2023
Vendor Item
Inventory Item/Loc 12252

1 6120.70.15.0000.0000.1510.0000.0000.42140.	16000.00
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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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the issuance of purchase order to Carrier Corporation for a Carrier Evapco cooling tower for the Civic Center.

CIP

Amount of Contract:

\$118,636.07

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220208 Carrier Agenda Package POs	Cover Memo	2/8/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	2/9/2023 - 2:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual-cost.*

RESOLUTION

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
<u>4759</u>	2023	(3032) ARCHITECTURAL ENGINEERING	CARRIER EVAPCO COOLING TOWER FOR CIVIC CENTER (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$118,636.07	<u>(297060)</u> <u>CARRIER</u> <u>CORPORATION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004759-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor CARRIER CORPORATION 100 ALPHA DR #118 DESTREHAN, LA 70097 Tel#504-388-0225 Fax 985-764-7050	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/23	297060				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PRICE PER SOURCEWELL 070121-CAR AND YOUR QUOTE #00726400.

This price includes all freight charges. There will no additional charges.

001 CHILLER AS FOLLOWS:	1.00	118636.07000	118636.07
	EACH		

Additional Description Notes

CHILLER: CARRIER COOLING TOWER - EVAPCO MODEL AT 29-4K21; OVERSIZED OUTLET FOR REMOTE SUMP, EVAPAK FILL, (2) LADDERS, (2) LADDER EXTENSIONS, (2) FAN MOTORS: INVERTER CAPABLE, (2) FAN MOTOR SPACE HEATERS.

Price includes 1 year warranty from installation and not to exceed 18 months from shipment for all items. Additional warranty includes 5 Years for mechanical equipment including fans, fan motors, bearings, pulleys, shafts, gear reducers, drive couplings and mechanical equipment supports.

PER YOUR QUOTE #00726400 DATED 02.08.23, SOURCEWELL CONTRACT #070121-CAR.

FREIGHT INCLUDED; LEAD TIME IS APPROX 20-22 WEEKS

Vendor Item
Inventory Item/Loc 15206

1	2000.80.00.0000.0000.0000.0000.47010.		
	E E0041 .CAPEQUIPMT.		118636.07

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004759-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor CARRIER CORPORATION 100 ALPHA DR #118 DESTREHAN, LA 70097 Tel#504-388-0225 Fax 985-764-7050	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/23	297060				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			

[Requisition Link](#)

Requisition Total 118636.07

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

Account	Amount	Remaining Budget
E E0041 .CAPEQUIPMT. .	118636.07	232518.13

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	118636.07	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Forward	01/23/23	JAMES BARBER	Automatic Forward to 910515799

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004759-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved
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Page 3

Vendor
 CARRIER CORPORATION
 100 ALPHA DR #118

Ship To
 PUBLIC BUILDINGS
 850 OWENS STREET

DESTREHAN, LA 70097

MOBILE, AL 36604

Tel#504-388-0225
 Fax 985-764-7050

Delivery Reference
 BRENDA PARKER

Deliver To
 PUBLIC BUILDINGS
 850 OWENS STREET

MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/23	297060				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Rejected	01/23/23 BOB HOLT			
Approved	01/31/23 CARLEEN STOUT			
Approved	01/31/23 CASSIE BOATWRIGHT			
Approved	01/31/23 BRENDA RHODES			
Approved	01/31/23 TIFFANY HOLLINS			
Approved	01/31/23 RELYA MALLORY			
Approved	02/08/23 DONALD ROSE			
Approved	02/08/23 SANDRA LEWIS			
Approved	02/08/23 KAREN NAMAN			
Approved	02/08/23 JOHN PAINE			
Approved	02/08/23 MICHAEL SPAFFORD			

Improper workflow. Deny Also a
 Auto approved by: 910519420

 Auto approved by: 910511034
 Auto approved by: 910511034
 Approved by: 9105fo1a
 Auto approved by: 910516727
 Auto approved by: 910516727
 Auto approved by: 910516727
 Auto approved by: 910516727

Authorized By: _____ Date: _____
 Signature

**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Carrier Global Corporation, 5900-H Northwoods Bus Pkwy., Charlotte, NC 28269 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Under no circumstances will Supplier be liable for any incidental, special, liquidated or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
- 5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance of the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts listed below:

Limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability as indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Limits:

\$2,000,000 per occurrence and in aggregate

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$2,000,000 per claim

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors, except such rights as Supplier has to proceeds. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Any order requiring Buy American provisions will not be accepted until Supplier confirms in writing it can comply with the specific applicable Buy American clause cited. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

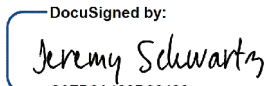
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

U. FEDERAL GOVERNMENT REQUIREMENTS STIPULATION. Supplier is a commercial entity and the components, equipment and services to be included by Supplier in its proposal and to be provided in the event of an award are offered on the basis that they constitute commercial items as defined in the Federal Acquisition Regulations ("FAR"). Similarly, the prices to be offered by Supplier in its proposal, and which would be offered in any resulting contract and any modifications or changes to such contract are based on Supplier's standard commercial accounting policies and practices. Supplier's accounting practices comply fully with U.S. GAAP, but do not take into account any additional or special requirements of Cost Accounting Standards, nor meet the requirements of FAR Part 31 or any similar procurement regulations, including those of the U.S. Department of Defense. Accordingly, Supplier makes its proposal based on its belief that an award can be made to Supplier consistent with FAR Part 12 - "Acquisition of Commercial Items," and that submission of cost and pricing data consistent with CAS/FAR Part 31 will not be required. Supplier does not accept and will not be held liable for any flow down requirements unless specifically agreed to in writing.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

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By: _____

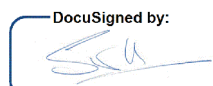
Jeremy Schwartz

Title: Chief Procurement Officer

10/7/2021 | 9:30 PM CDT

Date: _____

Carrier Global Corporation

DocuSigned by:

 F1B5CDFCEE8A47B...

By: _____

Simon C. Walls

Title: Global Strategic Accounts Leader

10/7/2021 | 11:01 AM CDT

Date: _____

070121-CAR

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

10/7/2021 | 9:34 PM CDT

Date: _____

RFP 070121 - HVAC Systems and Related Services

Vendor Details

Company Name: Carrier Global Corp
Does your company conduct business under any other name? If yes, please state: Carrier Corporation
Address: 5900-H Northwoods Bus Pkwy
Charlotte, NC 28269
Contact: Alex Relf
Email: alex.l.relf@carrier.com
Phone: 704-521-6443
HST#: 06-0991716

Submission Details

Created On: Tuesday June 15, 2021 15:26:02
Submitted On: Wednesday June 30, 2021 15:43:18
Submitted By: Alex Relf
Email: alex.l.relf@carrier.com
Transaction #: 0278eeef-41a2-4fbe-a881-901b9690436a
Submitter's IP Address: 104.129.206.103

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only):	Carrier Global Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Carrier Corporation	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Carrier Corporation	*
4	Proposer Physical Address:	5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269	*
5	Proposer website address (or addresses):	www.carrier.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Meredith Emmerich, Vice President, North America, Commercial HVAC, 5900-B Northwoods Bus Pkwy, Charlotte, NC. 28269. meredith.emmerich@carrier.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alex Relf, Strategic Account Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 704-521-6443, alex.l.relf@carrier.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Ison, Strategic Accounts Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 501-529-9688, joseph.e.ison@carrier.com	*

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Carrier Engineering Corporation was incorporated in New York on June 26, 1915 by seven engineers led by Willis Carrier. In 1930, Carrier Air Conditioning was formed through the merger of Carrier Engineering Corporation with Brunswick-Kroeschell Company and York Heating & Ventilating Corporation. In 1978, Carrier Corporation, a corporation organized in the State of Delaware, became a wholly owned subsidiary of United Technologies Corporation, and was subsequently spun off as a stand alone company in April of 2020. Carrier Corporation is the leading manufacturer of heating, ventilation and air conditioning equipment and service in the United States with sales totaling approximately \$19 Billion in 2020.	*
10	What are your company's expectations in the event of an award?	Carrier is currently an incumbent vendor of Sourcewell. Upon award, Carrier will schedule a roll out meeting with the customer to plan and prepare for the execution of the awarded contract, as needed.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Carrier Global Corporation is an American multinational home appliances corporation based in Palm Beach Gardens, Florida. Carrier was founded in 1915 as an independent company manufacturing and distributing heating, ventilating and air conditioning (HVAC) systems, and has since expanded to include manufacturing commercial refrigeration and foodservice equipment, and fire and security technologies. As of 2020, it was an \$18.6 billion company with over 53,000 employees serving customers in 160 countries on six continents. Carrier's Moody rating is Baa3, and the outlook is stable. Carrier's Baa3 senior unsecured rating reflects its long-established leadership position in the global equipment industry. Carrier's significant scale positions it as one of the largest competitors in the sector. The business is exposed to cyclicality with about 70% of revenue derived from new equipment sales. The ratings consider sizeable debt levels and high financial leverage following the spinoff from United Technologies Corporation in early 2020. Refer to annual report for full financial statements.	*
12	What is your US market share for the solutions that you are proposing?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
13	What is your Canadian market share for the solutions that you are proposing?	N/A	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer and service provider. a) N/A b) Carrier Commercial Service self performs most work, or will serve as a general if specialty sub-contractors are needed on a project. Carrier has 99 service offices throughout North America, and may procure product or materials through our corporate owned warehouses, or through local distribution centers.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Carrier is subject to various registration and licensing requirements in the states and local jurisdictions where it does business and has hundreds of licenses in place in the United States, and Canada.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	The OptiClean™ Dual-Mode Air Scrubber & Negative Air Machine, Carrier's pioneering solution to help provide healthier indoor air, has been crowned Air Conditioning Innovation of the Year in the RAC Cooling Industry Awards, one of the UK's top building technology awards. The recognition follows the OptiClean unit being named one of TIME's 100 Best Inventions of 2020. The product, currently available in North America and Asia, is expected to launch in Europe this year. Carrier is part of Carrier Global Corporation (NYSE: CARR), a leading global provider of healthy, safe and sustainable building and cold chain solutions. As an air scrubber, the OptiClean unit can improve the indoor air quality of classrooms, restaurants, dental offices, commercial buildings and more, by pulling in air, scrubbing it using a HEPA filter, and then exhausting cleaner air back into the room. It has a footprint of less than three square feet and can plug into a standard wall outlet.	*
19	What percentage of your sales are to the governmental sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less than 1% of those sales were recognized from the government sector.	*
20	What percentage of your sales are to the education sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less than 1% of those sales were recognized from the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
County of Passaic	Steve Orsini	201-937-2576	*
Mount Olive Board of Education	Glenn Miller	973 691-4008 x8505	*
Rutgers University	Glen Vliet	848 445-3714	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Houston Independent School District	Education	Texas - TX	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
Redondo Beach School District	Education	California - CA	HVAC capital chiller installations and retrofits, to include boilers, air handlers, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
BIRMINGHAM BOARD OF EDUCATION	Education	Alabama - AL	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
Elk Grove School District	Education	California - CA	Supply HVAC equipment, perform startup, and warranty repairs.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
University of Central Florida	Education	Florida - FL	HVAC capital chiller installations and retrofits, to include boilers, roof top units, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	In North America, Carrier Commercial Service is geographically managed through the Service Center of Excellence, in Charlotte, NC. This centralized location works with 99 field offices that cover the entire continental United States, Hawaii, and Canada.	*
26	Dealer network or other distribution methods.	Carrier has both company owned direct sales offices, independent distributors and joint venture distributors. In May 1999 Carrier and Watsco, Inc. formed a joint venture to distribute Carrier, Bryant, Payne equipment and Totaline parts. The new name for this distribution network is Carrier Enterprises. These distributors were previously owned 100% by Carrier.	*
27	Service force.	Commercial Service employs over 2,000 management, professional, clerical personnel, service technicians and technical engineers. We have over 30 million man-hours of service experience. Service technicians belong to local pipefitters unions (optional in right-to-work states), which are part of the United Association of Plumbers and Steamfitters.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you partner with Carrier, you will work with a single source, dedicated Service Account Team that will provide 360 degrees of comprehensive solutions. Carrier will work with our client to develop a smart, effective and customized plan, designed to deliver the most value for the equipment and facility. Service options are matched to your required level of coverage; from inspections and annual maintenance, to planned and full maintenance options. When it comes to predictive maintenance services, Carrier is proactive, keeping your equipment at its operating peak performance. In-depth analysis, with our proprietary diagnostic tools, increases reliability and minimizes downtime. Carrier Commercial Service will notify you of any potential issues long before you realize there is a problem. In the event of an emergency outage, Carrier's response time to "tech on site" is typically 4 hours. For routine calls, the response time is generally 8 hours.	*
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Carrier Corporation is a proud incumbent provider to Sourcewell. Carrier will continue to respond to requests from current, and prospective, members of the Sourcewell program.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Carrier Commercial Service in Canada currently provides services to governmental facilities. Our Canada team will respond accordingly to all requests for Sourcewell services.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Carrier has over 900 dispatch points operating out of 99 service offices in the US and Canada. Carrier Commercial Service provides services to all regions of the US, except Alaska.	*
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Carrier can, and will, service all sectors throughout the US and Canada (except Alaska) via the Sourcewell program.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Carrier Commercial Service provides services to all regions of the US and Canada, to include Hawaii. Carrier does not service Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Carrier sends quarterly and annual email correspondence to customers associated with these markets. In addition to our email marketing campaign, Carrier annually attends and participates in the NIGP Forum and trade show. Carrier looks forward to partnering with Sourcewell in a strategic relationship at the show. Examples of Carrier's marketing materials for market solutions may be found at www.carrier.com . Included with the submission package is Carrier Strategic Accounts Marketing brochure.	*
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Carrier's web site www.carrier.com is an effective platform for communicating our offerings to the general public, and prospective clients alike. The site allows us to showcase products and services, sustainable building solutions, and newly developed innovations. Carrier is also active in LinkedIn and Twitter, as a means of communicating current news, and during times of emergency, to alert our customers of our temporary solutions for heating, cooling and power supply.	*
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Carrier will encourage Sourcewell to facilitate introductions on behalf of Carrier with parties that represent a match to our service offerings. The master services agreement will be introduced to the national sales team during the award rollout, and will be accessible to all service personnel on our internal, National Accounts web site.	*
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	N/A	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At the customers option, Carrier may provide equipment operation training at the customer's facility. This training generally lasts several hours in duration, and encompasses unit operation, weekly routine operations checks, and minor troubleshooting. In addition, the customer may attend factory training at the Service Center of Excellence in Charlotte, N.C.	*
39	Describe any technological advances that your proposed products or services offer.	Carrier® SMART Service is a dynamic, proactive strategy for enhanced equipment and system management. Through the identification and analysis of chiller and system operating trends, more informed decisions can now be made relative to meeting comfort demands, implementing service, maintenance or repair events and improving a building's financial performance. The benefits include insight into chiller operation and trends, early indication of equipment problems, maximum operating efficiency, mitigating risks by identifying and correcting minor problems before they lead to expensive repairs.	*
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	One of the U.S. Government's testing agencies recently found that Carrier's variable-speed screw chiller consumed less energy and offered a greater range of operating conditions than alternative water-cooled chiller technology. Overseen by the General Services Administration, the Green Proving Ground program appointed Oak Ridge National Laboratory to perform real-world testing of two chillers: one with variable-speed screw technology and the other with maglev centrifugal technology. The findings showed variable-speed screw technology, like that in Carrier's AquaEdge® 23XRV water-cooled chiller, was more efficient, more versatile and required less maintenance than the maglev centrifugal and at a lower installed cost. When compared across a broad range of operating conditions, the variable-speed screw chiller consumed 11 percent less energy than the maglev centrifugal chiller. Based on the data, the variable-speed screw chiller also has an equipment price that is more than 30 percent lower than the maglev centrifugal chiller with the same cooling capacity.	*
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	With Weather Series Rooftop Units featuring EcoBlue™ Technology, Carrier is proving that not all rooftops are created equal. EcoBlue™ Technology includes a more compact vane axial fan, which is an industry first for packaged rooftop units, along with a simplified design that helps lower installation and maintenance costs. Turn to the experts today to learn more and see how we've put a whole new spin on rooftops. Silver award winner of Consulting - Specifying Engineer 2019 Product of the Year.	*
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Carrier is a publicly traded, fortune 500 corporation and is not minority owned.	*
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	When you partner with Carrier, you'll work with recognized HVAC professionals – all with a clear focus on the importance of every aspect of your investment. Our technicians are certified as Carrier Specialists or Masters - each trained on our products, customer service and thoroughly tested to our standards. Carrier's Tech360 Certification Program is the most progressive learning program in the industry. As Carrier's own servicing entity, we have access to the latest engineering advancements and the most advanced technical servicing tools. Our expansive OEM service network has strategically-located offices in the United States and Canada. Translation: we'll be there whenever you need us... 24/7/365. Environmental Health and Safety (EH&S) is rooted in our culture. We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translate to safety on your jobsite. Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
44	Do your warranties cover all products, parts, and labor?	Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No	*
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Carrier will warranty products per the manufacturer's guidelines.	*
49	What are your proposed exchange and return programs and policies?	No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.	*
50	Describe any service contract options for the items included in your proposal.	Carrier offers its customers long-term service agreements providing them with knowledge on new cost-saving and environmental technologies, preventive maintenance, and recommendations on current controls systems. In addition, Carrier has a unique remote diagnostic monitoring tool that can detect potential service problems before they occur. Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
51	Describe any performance standards or guarantees that apply to your services	Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Quality Assurance of Products & Services In early 1990, Carrier's Service Marketing Division developed a process for Service Product Design and Implementation. Once a concept is established, it progresses through a feasibility study, where customers are consulted via focus groups or questionnaires. If management approval is obtained, a multi-functional team selected from marketing and operations is formed to undertake the project. Consequently, field training must take place for the proper delivery of the service product. This can be a concurrent activity with the technical training that must accompany each product. Training sessions are held at the region or district offices, with all office personnel involved. This includes the clerical people who administer the product, the engineers who may be called upon to install the product, the managers who manage the product's introduction, and the technicians who are involved in product installation and delivery. In product introduction, the project manager meets with quality review teams and suppliers to assure that the final product meets the initial goals for the product. Once the product is field implemented, the Customer Service Report (CSR) provides the means to communicate product deficiencies. Service marketing compiles the data via statistical analysis and the information is passed on to the appropriate suppliers. What service was sold versus what service was performed is a key indicator in the service business. Method of documentation of this indicator includes a computerized scheduling system, and the Customer Service Report (CSR) time tickets. The Customer Service Report (CSR), is a critical document for conformity. The CSR consists of several sections. The equipment information, model and serial numbers are recorded to identify the machine. A task code is used to identify the work done. Additionally, operating log readings are taken to verify the proper operation of the machine within design conditions. Calculations are done by the mechanic to confirm that operation is within the design specifications. Space on the form is dedicated to parts used, written description of work done and abnormalities discovered by the servicing mechanic. Finally, after all service is performed, customer signatures are obtained to verify that the work was done to the customer's satisfaction. The service performance key indicators are measured monthly by management. If any discrepancies are noted, the next level of management meets with the entity, determines the root cause of the existing performance as a comparison to plan and develop action plans to rectify the situation. These action plans detail specific areas of concern, outlining actions to be taken, timing, and responsibilities. Monthly follow-ups are conducted and actual results compared to planned results. Further corrective actions are taken as required. For product hardware, statistics and data compiled by the CSR Report feedback process determines product deficiencies. Its purpose is to allow the mechanic to receive technical assistance during startup, to give feedback to engineering on problems encountered with the unit. This information is shared with the components supplier and action items implemented to correct the situation. Management makes a required vendor visit to assure that the proper actions are implemented. In a distributed technical organization, there is the need to communicate service instructions across the nation. The principle vehicles for these transfers of information are the Service Bulletin and Equipment Technical Manuals. The need to generate technical bulletins is created by the input received from the field service organization through Customer Service Report (CSR) documents which are reviewed by U.S Field Operations (USFO) customer assurance personnel and field requests for assistance. Carrier uses both formal and informal approaches to assess the quality of its systems, processes, practices, products and services. Formally, Carrier Systems and Services assess the quality of the above with measurements. Some of the measurements include yearly audits (i.e., policies, procedures, purchasing, signature authority, safety), product failure rates on a monthly basis, service agreement cancellations, customer surveys (customer satisfaction index), and customer complaints. There are Product Management Councils set up to monitor, review and take action for specific products. Examples are the chiller, airside products, and controls products quality councils which meet on a quarterly basis or as required. Carrier is committed to delivering a quality product or service at an appropriate price. We have or are implementing processes that allow us to measure the quality of our current offerings, assess opportunities for improvement and implement changes, when needed, to improve our quality or modify our products to meet new customer requirements.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods?	Net 30. Payment is accepted via check, credit card, or wire.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
55	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Rather than utilize a dealer network, Carrier Corp directly employs its sales and service force. As a Sourcewell incumbent, Carrier has successfully provided quarterly reports since 2017.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Carrier has created a pricing template which details contract labor rates, material markups, and equipment discounts from master pricing. This document is distributed to our field upon contract award, and stored on a shared drive for all company employees to access. Template uploaded to this RFP as a reference.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, and at no additional costs.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See attached pricing template.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	See attached pricing template.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	None.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced Parts are generally marked up using a pre-negotiated Mark up schedule. See attached pricing template for rates.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Trip charges and consumable charges apply to every visit.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery. Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same as above.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Any unique requirements will be discussed on a customer by customer basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Carrier Corporation utilizes a pricing tool that can be pre-loaded with Sourcewell's pre-negotiated rates, and markups. This ensures that users are compliant while creating competitive bids for Sourcewell members. A National Account Manager will review all bids prior to submission to ensure consistency, and correctness.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The Carrier National Account Manager will use two tools to track the Sourcewell contract usage. One is a tracking list maintained by the National Account Manager, and the equipment team. The second resides in our service-sales software, which will track and report quoted or sold jobs throughout the life of the contract.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Heating, ventilation, air-conditioning and refrigeration systems, controls, services, and sustainable solutions for commercial, industrial, and transportation applications.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Parts sales, new equipment factory startup, turnkey product installations, upgrades, indoor air quality solutions.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	☒ Yes ☐ No	Carrier offers a full line of products and solutions for building occupants' comfort, health, and well being, and industrial cooling. This includes new equipment, parts, labor, warranty, and turnkey installations.	*
73	Sensors, controls, thermostats, gauges, and system automation or management products and technology	☒ Yes ☐ No	Carrier sells a full line of OEM replacement components, and can source parts from all other HVAC manufacturers as well.	*
74	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	☒ Yes ☐ No	Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

[Pricing](#) - Sourcwell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx - Wednesday June 30, 2021 15:03:46

[Financial Strength and Stability](#) - Carrier-2020-Annual-Report.pdf - Monday June 21, 2021 10:32:55

[Marketing Plan/Samples](#) - Strategic Accounts Overview.pdf - Monday June 28, 2021 09:17:40

[WMBE/MBE/SBE or Related Certificates](#) (optional)

[Warranty Information](#) - Carrier Warranty and Terms.pdf - Monday June 21, 2021 10:33:20

[Standard Transaction Document Samples](#) - Sourcwell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx - Wednesday June 30, 2021 15:04:38

[Upload Additional Document](#) - RFP_070121_HVAC_Systems_Services_Contract_Template Sourcwell redline for Carrier 5.25.2021.docx - Monday June 21, 2021 10:33:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Alex Relf, Strategic Account Manager, Carrier Global Corp

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_HVAC_Systems_Services_RFP_070121 Tue June 22 2021 04:10 PM	☒	1
Addendum_3_HVAC_Systems_Services_RFP_070121 Wed May 26 2021 04:55 PM	☒	1
Addendum_2_HVAC_Systems_Services_RFP_070121 Tue May 18 2021 03:45 PM	☒	1
Addendum_1_HVAC_Systems_Services_RFP_070121 Mon May 17 2021 01:50 PM	☒	1

AMENDMENT #1
TO
CONTRACT #070121-CAR

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Carrier Global Corporation** (Supplier).

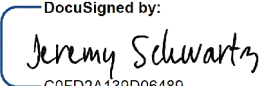
Sourcewell awarded a contract to Supplier to provide HVAC Systems and Related Services, effective October 7, 2021, through August 12, 2025 (Contract).

Supplier requested that its name be modified from the name of its holding company to its North American operating company "Carrier Corporation."

All references to "Carrier Global Corporation" in Contract #070121-CAR will be stricken and replaced with "Carrier Corporation."

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:

By: _____
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 4/15/2022 | 6:24 AM CDT

Carrier Global Corporation

By: 
Will Langston, Assistant Secretary

Date: April 19, 2022

Approved:

DocuSigned by:

By: _____
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 4/15/2022 | 6:46 AM CDT

Carrier Corporation 070121-CAR

Pricing for contract #070121-CAR offers Sourcewell participating agencies the following discounts:

- 35-71.5% Discount off MSRP

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to “public works,” as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department’s review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell’s competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2023 Ford Explorer SUV for Traffic Engineering.

General fund.

Amount of Contract:

\$36,866.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230209 Stivers Agenda Package POs	Cover Memo	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	2/9/2023 - 2:48 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual-cost.*

RESOLUTION

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
<u>5229</u>	2023	(F7000) MOTOR POOL	2023 FORD EXPLORER SUV FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	\$36,866.00	<u>(292393) STIVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005229-00 FY 2023 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000
 Fax 334-613-5018

Ship To
 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
02/01/23	1292393	02/01/23			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 MID SIZE SUV AS SPECIFIED: 2023 OR NEWER FORD EXPLORER FOUR DOOR SUV WHITE IN COLOR. AS PER STATE OF ALABAMA CONTRACT T-191, MASTER AGREEMENT MA999 220000003128 LINE 3 MODEL SERIES K8B ORDER CODE 100A Additional Description Notes ----- 2023 OR NEWER FORD EXPLORER FOUR DOOR SUV. REQUESTED BY 2060 TRAFFIC ENGINEERING.	1.00 EACH	36522.00000	36522.00

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02060 .VEHICLEEXP.	36522.00
--	----------

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

002 DELIVERY FEE 172 MILES X 2.00 PER MILE TO THE CITY OF MOBILE	1.00 EACH	344.00000	344.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005229-00 FY 2023 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

Ship To
MOTOR POOL
745 BROAD STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Tel#334-613-5000
Fax 334-613-5018

Delivery Reference
DIANE CARTER MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	292393	02/01/23			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02060 .VEHICLEEXP.			344.00

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 36866.00

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

Account	Amount	Remaining Budget
E MP02060 .VEHICLEEXP.	36866.00	28165.75

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120. MOTOR POOL EXP	36866.00	
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005229-00 FY 2023 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 3
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Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MOTOR POOL
 745 BROAD STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 DIANE CARTER MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	292393	02/01/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	CCancelled02/09/23			JOHN PAINE
	Approved 02/01/23			CHARLES SUMRALL
	Approved 02/02/23			KINA ANDREWS
	Approved 02/02/23			JAMES DELAPP
	Approved 02/02/23			CASI CALLAWAY
	Approved 02/02/23			MARC VASSALLO
	Queued 02/09/23			CHARLES SUMRALL
	Pending			SHONNDA SMITH
	Pending			JAMES DELAPP
	Pending			CASI CALLAWAY
	Pending			DONALD ROSE
	Pending			SANDRA LEWIS
	Pending			KAREN NAMAN
	Pending			JOHN PAINE
	Pending			MICHAEL SPAFFORD

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173
1 Result(s)			

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	8333173566
1 Result(s)			

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2023

Documents

- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)

Items

- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated_Ford-T191_All_T___C_-_5-23-22\(3\).pdf](#)
- [Master_Agreement_V2\(5\).pdf](#)
- [Stivers Ford Disclosure and E Verify.pdf](#)

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	33,098.00	Each
Ford Maverick	220000003128-6	21,360.00	Each
Ford Transit Cargo Van	220000003128-10	38,060.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	33,688.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	33,643.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	37,087.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	38,958.00	Each
Ford Diesel Engine Upgrade	220000003128-17	8,551.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	41,108.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,301.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	40,101.00	Each
Ford Diesel Engine Upgrade	220000003128-21	8,551.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	42,238.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,301.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	39,862.00	Each

1

2

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AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sitvers Ford Lincoln Inc for one 2023 Ford F150 Supercrew pickup truck for Traffic Engineering.
General fund.

Amount of Contract:

\$37,797.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230209 Stivers2 Agenda Package POs	Cover Memo	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	2/9/2023 - 2:48 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual-cost.*

RESOLUTION

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
<u>5237</u>	2023	(F7000) MOTOR POOL	FORD F150 SUPERCREW PICKUP TRUCK FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	\$37,797.00	<u>(292393) STIVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005237-00 FY 2023 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MOTOR POOL
 745 BROAD STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 DIANE CARTER MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	292393	02/01/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	1/2 TON PICKUP TRUCK AS SPECIFIED: 2023 OR NEWER FORD F150 SUPERCREW 4X2 PICKP TRUCK STATE CONTRACT T191 5.0 V8 ENGINE APPEARANCE PACKAGE - 17" SILVER PAINTED ALUMINUM WHEELS; CHROME FRONT & REAR BUMPERS; FOG LAMPS TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR TRAILER BRAKE CONTROLLER OXFORD WHITE VINYL 40/20/40 FRONT & REAR SEAT - MEDIUM DARK SLATE GRAY VEHICLE COLOR WHITE AS PER STATE OF ALABAMA CONTRACT T-191 MA220000003128-4 LINE 4 MODEL SERIES W1C Additional Description Notes ----- 2023 OR NEWER FORD F150 SUPERCREW 4X2 PICKP TRUCK STATE CONTRACT T191 5.0 V8 ENGINE APPEARANCE PACKAGE - 17" SILVER PAINTED ALUMINUM WHEELS; CHROME FRONT & REAR BUMPERS; FOG LAMPS TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR TRAILER BRAKE CONTROLLER OXFORD WHITE VINYL 40/20/40 FRONT & REAR SEAT - MEDIUM DARK SLATE GRAY	1.00 EACH	37453.00000	37453.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02060 .VEHICLEEXP.			37453.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005237-00 FY 2023 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor
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MONTGOMERY, AL 36116

Tel#334-613-5000
 Fax 334-613-5018

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 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
02/01/23	1292393	02/01/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANE CARTER MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

002	DELIVERY FEE 172 MILES X \$2.00 PER MILE	1.00 EACH	344.00000	344.00
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1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02060 .VEHICLEEXP.			344.00
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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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005237-00 FY 2023 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	292393	02/01/23			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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Requisition Link

Requisition Total	37797.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP02060 .VEHICLEEXP.	37797.00	27821.75

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	37797.00	9661456.81
MOTOR POOL EXP		
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Cancelled	02/09/23	JOHN PAINE	Requisition item added changed
Approved	02/02/23	CHARLES SUMRALL	Reviewed and approve
Approved	02/02/23	KINA ANDREWS	Auto approved by: 910520042
Approved	02/02/23	JAMES DELAPP	Auto approved by: 910520042
Approved	02/02/23	CASI CALLAWAY	Auto approved by: 910520042
Approved	02/02/23	MARC VASSALLO	
Queued	02/09/23	CHARLES SUMRALL	
Pending		SHONNDA SMITH	
Pending		JAMES DELAPP	
Pending		CASI CALLAWAY	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		KAREN NAMAN	
Pending		JOHN PAINE	
Pending		MICHAEL SPAFFORD	

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173
1 Result(s)			

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	8333173566
1 Result(s)			

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2023

Documents

- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)

Items

- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated_Ford-T191_All_T___C_-_5-23-22\(3\).pdf](#)
- [Master_Agreement_V2\(5\).pdf](#)
- [Stivers Ford Disclosure and E Verify.pdf](#)

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	33,098.00	Each
Ford Maverick	220000003128-6	21,360.00	Each
Ford Transit Cargo Van	220000003128-10	38,060.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	33,688.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	33,643.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	37,087.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	38,958.00	Each
Ford Diesel Engine Upgrade	220000003128-17	8,551.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	41,108.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,301.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	40,101.00	Each
Ford Diesel Engine Upgrade	220000003128-21	8,551.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	42,238.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,301.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	39,862.00	Each

1

2

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AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to software vendor for annual renewal of forensic software for MPD Cyber.

General fund.

Amount of Contract:

\$42,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230209 FF Agenda Summary POs	Cover Memo	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	2/9/2023 - 2:47 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual-cost.*

RESOLUTION

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
<u>5458</u>	2023	(1545) POLICE CYBER DIVISION	ANNUAL FORENSIC SOFTWARE LICENSE RENEWAL FOR MPD CYBER (SOLE SOURCE RENEWAL OF EXISTING SOFTWARE)	\$42,000.00	<u>(295490)</u> <u>SOFTWARE</u> <u>VENDOR</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005458-00 FY 2023 Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor UNITED STATES Tel#	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/07/23	295490				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	As Per Quote #2888 *Renewal of Existing Software LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	42000.00000	42000.00
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Total Licenses:-Recurring License Subscription: -Annual Camera Subscription

Subscription for period of January 1, 2023 to December 31, 2023
 Vendor Item
 Inventory Item/Loc 1723

1	1000.30.15.1530.1545.1530.0000.0000.42140.			42000.00
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Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total	42000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005458-00 FY 2023 Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 2

Vendor .	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
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Tel#

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/07/23	295490				POLICE CYBER DIVISION

LN Description / Account	Qty	Unit Price	Net Price
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.		
	42000.00	9661456.81
POLICE CYBER DIVISION EXP	MISCELLANEOUS SERVICES	

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

Activity	Date	Clerk	Comment
Approved	02/09/23	DONALD ROSE	Auto approved by: 9105fo1a
Approved	02/09/23	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	02/09/23	KAREN NAMAN	Auto approved by: 9105fo1a
Approved	02/09/23	JOHN PAINE	Auto approved by: 9105fo1a
Approved	02/09/23	MICHAEL SPAFFORD	Auto approved by: 9105fo1a
Approved	02/09/23	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to software vendor for annual renewal of forensic software for MPD Cyber.

General fund.

Amount of Contract:

\$50,595.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230209 GS Agenda Package POs	Cover Memo	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	2/9/2023 - 2:47 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual-cost.*

RESOLUTION

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
<u>4487</u>	2023	(1545) POLICE CYBER DIVISION	ANNUAL SOFTWARE RENEWAL FOR FORENSIC SOFTWARE FOR MPD CYBER (SOLE SOURCE RENEWAL OF CURRENTLY USED SOFTWARE PRODUCT)	\$50,595.00	<u>(295463)</u> <u>SOFTWARE</u> <u>VENDOR</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004487-00 FY 2023 Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor USA Tel	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/17/23	295463				POLICE CYBER DIVISION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

ASPER QUOTE: Q-22035-1
 RENEWAL OF EXISTING SOFTWARE

EMAIL PO TO:

CITY OF MOBILE CONTACT:
 WILLIAM SHAW
 WILLIAM.SHAW@CITYOFMOBILE.ORG

001 LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	50595.00000	50595.00
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Additional Description Notes

Unlimited iOS and Android extractions
 Start Date: 4/1/2023
 End Date: 3/31/2024
 Part:

Renewal for Serial numbers: 68059dead441170d
 65a120f2d4811a03
 Vendor Item
 Inventory Item/Loc 1723

1 1000.30.15.1530.1545.1530.0000.0000.42140.	50595.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004487-00 FY 2023 Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 2
Vendor USA Tel#	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG	

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/17/23	295463				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 50595.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.	50595.00	9645206.81
POLICE CYBER DIVISION EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	02/09/23	DONALD ROSE	Auto approved by: 9105fola
Approved	02/09/23	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/09/23	KAREN NAMAN	Auto approved by: 9105fola
Approved	02/09/23	JOHN PAINE	Auto approved by: 9105fola
Approved	02/09/23	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	02/09/23	ANNE FOLEY	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004487-00 FY 2023 Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved
--	---

Page 3

Vendor
USA
Tel#

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/17/23	295463				POLICE CYBER DIVISION

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To convert 2 tennis courts into 4 pickleball courts at James Seals Park

Amount of Contract:

\$86,244.00

Funding Source

Project # James M. Seals Jr Park Pickleball and
Tennis Courts Improvements PR-058-22

Discretionary Funds

Project String C0813 CIP Seals Pk
Pickleball/Tennis Cts (20002000-48010)

Contract Number:4306

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-058-22 James M. Seals Jr Park Pickleball and Tennis Courts Improvements	Cover Memo	2/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/2/2023 - 2:10 PM
Capital	Rhodes, Brenda	Approved	2/2/2023 - 4:10 PM
Legal	Kern, Chris	Approved	2/8/2023 - 1:57 PM
Mayors	Montgomery, Brandi	Approved	2/9/2023 - 2:49

Office

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: AMERICAN TENNIS COURTS, INC.

Project Name: JAMES M. SEALS JR. PARK –
PICKLEBALL AND TENNIS COURTS IMPROVEMENTS

Project Number: PR-058-22

Amount: \$86,244.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0813 – CIP SEALS PK PICKLEBALL/TENNIS CTS

CAPITAL PROJECT #: C0813 (20002000-48010) DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-058-22

CONTRACT AMOUNT: \$86,244.00

PROJECT DESCRIPTION: TO CONVERT 2 TENNIS COURTS TO 4 PICKLEBALL
COURTS AT JAMES M. SEALS JR PARK (540 TEXAS STREET).

VENDOR NAME: AMERICAN TENNIS COURTS, INC.

VENDOR NUMBER: 16812

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: 2/01/2023

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)

American Tennis Courts, Inc.
1272 Bolton's Branch Drive
Mobile, Alabama 36606

City of Mobile Business License Number: 41370
Secretary of State Registration Number: 000-171-632

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

James M. Seals, Jr. Park – Pickleball and Tennis Courts Improvements
540 Texas Street
Mobile, Alabama 36603
PR-058-22

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

Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. 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.

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)

☒ 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.)

☒ Not later than Seventy-Five (75) 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.

Init.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eighty-Six Thousand Two Hundred Forty-Four and 00/100 Dollars (\$86,244.00), subject to additions and deductions as provided in the Contract Documents.

James M. Seals, Jr. Park Base Bid:	\$ 84,744.00
Contingency Allowance:	\$ 1,500.00
Total Contract Amount:	\$ 86,244.00

§ 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.)

Contingency Allowance: One Thousand Five Hundred and 00/100 Dollars (\$1,500.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #1. Provide and install 3,000 psi fiber mesh reinforced concrete sidewalk, broom finished. Include demolition of existing, excavation, fill, compaction, grading, disposal, formwork, reinforcement, placement, curing, sealant and all other necessary construction components for installation.	SY	\$123.00
Unit Price #2. Provide and install Riteway membrane system over cracks on tennis courts.	LF	\$15.00

§ 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.

Init.

(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 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.

Init.

§ 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 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 American Tennis Courts, Inc. has completed the contract for James M. Seals, Jr.—Pickleball and Tennis Courts Improvements, 540 Texas Street, Mobile, Alabama 36603 (PR-058-22). All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ 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.

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(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)

Jeff Nichols
American Tennis Courts, Inc.
1272 Bolton's Branch Drive
Mobile, Alabama 36606

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

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- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit
- .6 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:
Included or X Not Applicable.
 - I. Underground Hazard:
Included or X Not Applicable.
 - J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
 - K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
 - L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

Init.

- .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 Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and
Property damage | \$1,000,000 combined single limit |
- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor 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.

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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.

§ 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
LH100	JAMES M. SEALS, JR PARK – PICKLEBALL COURTS	5/8/2022
LD100	DETAILS	5/8/2022
LD200	DETAILS	5/8/2022
LD300	DETIALS	5/8/2022

- .4 Specifications

Init.

Section	Title	Date
Section 02540	Acrylic Tennis Court Playing Surface-Asphalt Resurfacing	5/8/2022
Section 11683	Windscreens and Nets	5/8/2022
Section 32311	Chain Link	5/8/2022

.5 Addenda, if any:

Number	Date
#1	5/11/2022
#2	5/19/2022
#3	7/8/2022

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

§ 9.2

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(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.)

Quote Form
Accounting of Sales Tax Form C-3A
Supplier Diversity Subcontracting and Major Supplier Plan
Standard Form of Agreement Between Owner and Contractor
AIA Document A101
E-Verify Documentation (Sample)

§ 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

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individuals and business entities.

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract:
Contractor: American Tennis Courts, Inc.

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Jeff Nichols, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF
COUNTY OF

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jeff Nichols, President of American Tennis Courts, 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 30th day of January, 2023.

NOTARY PUBLIC

My Commission Expires:



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14

EXHIBIT A

James M. Seals, Jr Park – Pickleball and Tennis Court Improvements 540 Texas Street Mobile, Alabama 36603

PR-058-21

Scope of Work

James M. Seals, Jr. Park – This project shall include making improvements to the surface of the courts by furnishing of all labor, materials, tools and equipment necessary and the conversion of two tennis courts to four pickleball courts.

Contractor shall also provide As-Built documentation for permitting close out. All construction sites for City of Mobile projects shall be undertaken in accordance with the Clean Water Act; the Alabama Water Pollution Control act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

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, American Tennis Courts, 1272 Bolton's Branch Drive, Mobile, Alabama 36606, hereinafter called the Principal, and MERCHANTS NATIONAL BONDING, INC., P. O. Box 14498, Des Moines, IL 50306, 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 eight-six thousand two hundred forty-four and xx/100 Dollars (\$86,244.00) 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 _____, 2022 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 Pickleball and Tennis Court Improvements, 540 Texas Street Mobile, Alabama 36603 – PR-058-21 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 30 day of January, 2023.

CONTRACTOR AS PRINCIPAL

Company: American Tennis Courts
(Corporate Seal)

By: _____

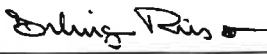


(Signature)

Name and Title: Jeff Nichols, President**SURETY**

Company: MERCHANTS NATIONAL BONDING, INC.
(Corporate Seal)

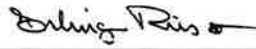
By: _____



(Signature)

Name and Title: Erling Riis, III, Attorney-in-fact

Resident Agent: _____



(Signature)

Name and Title: Erling Riis, III, AL Resident AgentCompany Name: Lyon Fry Cadden InsuranceAddress: P.O. Box 160927Mobile, AL 36616Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright

REAM Director

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charlene C Stout; Erling Riis III; Gaylord C Lyon Jr; J William Goodloe III; Joanna L Brinson; Nina Jacobs; O M Otts IV; Rebecca Ward; Roland G Fry Jr; W E Cadden

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



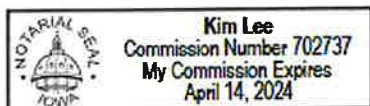
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2022.



William Warner Jr.
Secretary

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, American Tennis Courts, 1272 Bolton's Branch Drive, Mobile, Alabama 36606, Principal, and **MERCHANTS NATIONAL BONDING, INC.**, P. O. Box 14498, Des Moines, IA 50306, 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 eight-six thousand two hundred forty-four and xx/100 Dollars (\$86,244.00) 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 Oblige, 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 Pickleball and Tennis Court Improvements, 540 Texas Street Mobile, Alabama 36603 – PR-058-21, 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 Erling Riis, III **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 30 day of January, 2023

CONTRACTOR AS PRINCIPAL

Company: American Tennis Courts
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: Jeff Nichols, President

SURETY

Company: MERCHANTS NATIONAL BONDING, INC.
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: Erling Riis, III, Attorney-in-fact

Resident Agent: [Signature]
(Signature)

Name and Title: Erling Riis, III, AL Resident Agent
Company Name: Lyon Fry Cadden Insurance
Address: P. O. Box 16092
Mobile, AL 36616
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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Charlene C Stout; Erling Riis III; Gaylord C Lyon Jr; J William Goodloe III; Joanna L Brinson; Nina Jacobs; O M Otts IV; Rebecca Ward; Roland G Fry Jr; W E Cadden

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

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"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

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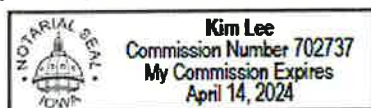
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

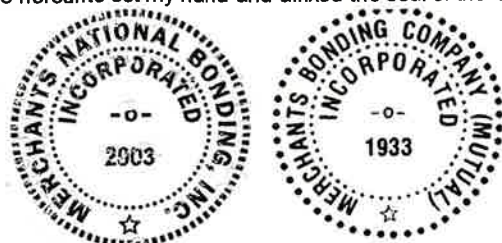


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2022.



William Warner Jr.
Secretary



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# PR-058-22 Current Date 5 / 27 / 22

Project Description Seals and Crawford Park - Pickleball and Tennis Court 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.

Please see attached letter from the only contractor that attended pre-bid.

This project is specialized and requires a contractor have multiple years experience and references

to install asphalt on a tennis and pickleball court due to the precision needed and added materials required.

Also the technique to paint a tennis and pickleball court require a USTA certified paint vendor and unique equipment

to install. We are requesting a waiver based on specialized trade to complete this project.

Requested By (Department Director)

(Signature)

(Title)

(Date)

251-208-7627

Telephone Number

shannon.mcintyre@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

(Signature)

(Title)

(Date)

Approved By (CAO)



AMERICAN TENNIS COURTS, INC.

1272 BOLTONS BRANCH DR. • MOBILE, AL 36606 • President: Jeffry M. Nichols
(251) 476-4714 • (800) 854-1921 • FAX (251) 476-4723
www.americantenniscourts.net

May 26, 2022

Shannon McIntyre
City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

Dear Shannon,

Thank you for meeting with me recently at the pre-bid meeting for the James M. Seals, Jr. and Crawford-Murphy Park-Pickleball and Tennis Court Improvements. Regarding the scope of work required for the project we will perform all work in house except for the installation of the asphalt portion of the project.

As you know asphalt installation for a tennis or pickleball court is highly specialized construction. The subcontractor that we will use to install the asphalt for this project has installed asphalt on many tennis courts over the years and has been able to meet the specifications and qualifications as required by the United States Tennis Association and the American Sports Builders Association. We are not aware of any other Asphalt contractors who are considered DBE who has performed to these standards in our immediate service area. We have reviewed the membership of the American Sports Builders Association and have found no vendors or contractors that service our area, that are considered DBE.

Additionally, we have explored vendors who supply the required equipment and materials for the project such as asphalt, surface coatings, nets, net posts, fencing, membrane systems and windscreen. We have not found a vendor that is considered DBE who could provide equipment that is considered an approved equal in our immediate service area.

It is understood that DBE participation is required. Please advice on how we should proceed with our bid, regarding DBE, for this project.

Sincerely,

Penny LeBlanc-Kasmia

Penny LeBlanc-Kasmia
General Manager

ALABAMA
FLORIDA
MISSISSIPPI



GEORGIA
LOUISIANA
TENNESSEE

EXHIBIT 3



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archneque.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: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	American Tennis Courts, Inc.
Address	1272 Bolton's Branch Drive Mobile, AL 36606
Telephone	251 476-4714
E-Mail	penny@americantenniscourts.net

RFP/RFQ Solicitation Number	PR-058-22
Project Description	James M. Seals, Jr. Park - Pickleball + Tennis Court Improvements, Crawford-Murphy Park
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 7 Female 6 Minority 10 Non-minority 3 SDVO 0
Total # of Employees	13

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Penny LeBlanc - Kasmia
Signature: Penny LeBlanc-Kasmia Date: June 1, 2022
Title: General Manager

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: Penny LeBlanc - Kasmia Title: General Manager
Email: penny@americantenniscourts.net Phone: 251-476-4714



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 American Tennis Courts Your Bid/Proposal Amount \$ \$ 381,190 Date: _____

4 / 1 / 2022 Description James M. Seals Jr. Park - Pickleball + Tennis Courts, Crawford-Murphy Park

Name of Bidder/Proposer: American Tennis Courts, Inc.

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

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: American Tennis Courts Inc Phone 251 474-4714 Email Penny@americantennis.com
Contact Person: Penny LeBlanc-Kaswira
Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
☒	☐	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
☒	☐	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
☒	☐	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒	☐	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒	☐	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
☒	☐	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
☒	☐	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

			INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
			WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
			COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

✓ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(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. Please see attached letter



Alabama Secretary of State



American Tennis Courts, Inc.	
Entity ID Number	000 - 171 - 632
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	04/28/1995
Registered Agent Name	MEACHEM, JOHN E
Registered Office Street Address	1272 BOLTON'S BRANCH DRIVE MOBILE, AL 36606
Registered Office Mailing Address	Not Provided
Nature of Business	REPAIR & MAINTAIN TENNIS COURTS/RELATED FEATURES
Capital Authorized	\$2,000
Capital Paid In	\$1,000
Incorporators	
Incorporator Name	MEACHAM, JOHN E
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	1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2020 2021 2022
Transactions	
Transaction Date	06/21/1995
Legal Name Changed From	Amtenco, Inc.
Transaction Date	08/10/2001
Registered Agent Changed From	MEACHAM, JOHN E 163 N FLORIDA ST MOBILE, AL 36607
Transaction Date	01/04/2010
Registered Agent Changed From	MEACHEM, JOHN E 161 N FLORIDA ST

American Tennis Courts, Inc.	
	MOBILE, AL 36607
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	04/28/1995 Certificate of Formation 9 pgs.
Document Date / Type / Pages	06/21/1995 Legal Name Change 4 pgs.
Document Date / Type / Pages	08/10/2001 Registered Agent Change 1 pg.
Document Date / Type / Pages	01/04/2010 Registered Agent Change 1 pg.

New Search



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 233669

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: American Tennis Courts, Inc.

Company Facility Address: 1272 Bolttons Branch, Drive

Mobile, AL 36606

Company Alternate
Address:

County or Parish: MOBILE

Employer Identification
Number: 631143324

North American Industry
Classification Systems
Code: 238

Parent Company: _____

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)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 233669

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 American Tennis Courts, Inc.

Jeffrey M Nichols

Name (Please Type or Print)

Title

Electronically Signed

Signature

07/28/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

07/28/2009

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2023

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.
500 W. 13th Street
Fort Worth TX 76102

CONTACT NAME: Charity Tout
PHONE (A/C, No, Ext): 817-349-2334 **FAX (A/C, No):** 817-347-6981
E-MAIL ADDRESS: CTout@higginbotham.net

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Middlesex Insurance Company

23434

INSURER B: Federal Insurance Company

20281

INSURER C: Travelers Casualty and Surety Company

19038

INSURER D:**INSURER E:****INSURER F:**

INSURED
American Tennis Courts, Inc.
1272 Bolton Branch Drive
Mobile AL 36606-4620

AMERTEN-01

COVERAGES**CERTIFICATE NUMBER: 502342827****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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			A0195525004	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A0195525001	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			A0195525005	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB9J56222A232SG	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equipment			45467062	6/1/2022	6/1/2023	Limit: \$100,000 Ded: \$1,000

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, 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 and Automobile Liability policies include a blanket Primary & Non Contributory endorsement that affords that coverage to certificate See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
P. O. Box 1827
Mobile AL 366331827
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED American Tennis Courts, Inc. 1272 Bolton Branch Drive Mobile AL 36606-4620
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

holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

The Workers' Compensation policy includes the following excluded officers: Jeffry M. Nichols and Joann Nichols

The Workers' Compensation policy includes other states coverage on all states except monoline - ND, OH, WY, and WA

The Umbrella/Excess Liability policy is follow form.

Project: James M. Seals, Jr. Park-Pickleball and Tennis Courts Improvements - 540 Texas Street, Mobile, AL 36603 PR-058-22

Certificate holder is additional insured as noted above and complete to include: City of Mobile



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Nick Amberger, City Engineer

Carleen Stout-Clark, Real Estate Officer, RE Department

Sponsored by:

Councilmember Daves and Mayor Stimpson

Purpose and Scope of Project:

Grant Two Permanent Sanitary Sewer Easements and Temporary Construction Easements, to the Board of Water and Sewer Commissioners, as needed for the Eslava Creek Trunk Sewer Upgrades Project No. CM0B8190299.

Amount of Contract:

N/A

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	2/7/2023
PSSE / TCE KEY # 867752	Exhibit	2/7/2023
PSSE / TCE KEY # 874968	Exhibit	2/7/2023

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Boatwright, Cassie	Approved	2/7/2023 - 2:59 PM
		2/9/2023 - 1:59

Legal
Mayors
Office

Kern, Chris
Montgomery, Brandi

Approved
Approved

PM
2/9/2023 - 2:57
PM

RESOLUTION

Sponsored by Mayor William S. Stimpson, Council Member Joel Daves.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Two (2) Permanent Sanitary Sewer Easements and Temporary Construction Easements as needed for the Eslava Creek Trunk Sewer Upgrades Project No. CMOB8190299 as prepared by GMC, to the **BOARD OF WATER AND SEWER COMMISSIONERS of the City of Mobile**, copies of which are attached hereto and made a part hereof as though fully set forth herein.

Adopted:

City Clerk

**PERMANENT SANITARY SEWER EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT**

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "Grantor") for and in consideration of the amount of Ten and No/100 (\$10.00) Dollars, cash in hand paid to the undersigned by the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of Alabama, (herein referred to as "Grantee") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM and CONVEY** unto the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, its successors and assigns, a permanent easement for construction, operation, inspection, maintenance, replacement and removal of a sanitary sewer line under the soil on a strip of land running across a parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described and follows:

**SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"**

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the

soil along said strip. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
2. All construction and maintenance of the sanitary sewer line or lines will be the full responsibility of the Water and Sewer Board.
3. All construction and maintenance of the sanitary sewer line must comply with FEMA and City of Mobile regulations for construction in Floodzone and Floodway areas.
4. GRANTEE covenants that the initial improvements to the Subject Property will be in substantial compliance with the GRANTOR'S storm water ordinances and with those engineering drawings prepared by Goodwyn Mills Cawood titled, Eslava Creek Trunk Sewer Upgrades GMC # CMOB8190299, dated September 8th, 2021 which such drawing is hereby incorporated by reference herein as a part hereof. The said sanitary sewer line shall be constructed only after approval by the GRANTOR'S Engineering Department via the GRANTOR'S Land Disturbance Permitting Process.
5. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the GRANTOR'S Land Disturbance Permitting Process.
6. GRANTEE, in the construction or maintenance of the Sanitary Sewer Line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the GRANTEE will be repaired or replaced to design capacity and function at GRANTEE'S sole expense.
7. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the Water and Sewer Board to a condition substantially the same as existed immediately prior to said disturbance; GRANTEE must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.

8. GRANTOR reserves the right to use and enjoy its own rights in the property described herein, including but not limited to landscape, pave, build drives and parking areas provided that GRANTORS, their successors and assigns, shall not excavate, construct or permit to be constructed on or over said strip any obstruction that may interfere with the rights hereby granted.
9. The easement granted hereby may not be conveyed by the GRANTEE without the written consent of the GRANTOR, which such consent will be granted or withheld at the sole discretion of the GRANTOR.
10. Except as otherwise provided herein, GRANTEE does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
11. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by both parties hereto.

In and for the same consideration hereinabove recited, Grantor does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the sanitary sewer line on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

**SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"**

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the same ten terms and conditions hereinabove recited.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 2022.

GRANTOR:

CITY OF MOBILE, a Municipal Corporation

By _____

Its: _____

ATTEST:

Its: _____

GRANTEE

BOARD OF WATER AND SEWER

COMMISSIONERS OF THE CITY OF MOBILE,

a Public Corporation

By *D. B. Russell*

Its: **Director of Planning & Market Development**

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____ and _____ whose names as _____ and _____, respectively, of the City of Mobile, a municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2022.

Notary Public, State of Alabama

My Commission Expires: _____

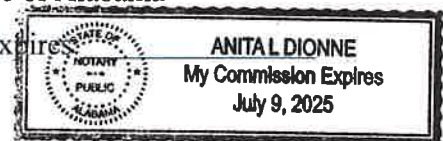
STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dary B. Russell **Director of Planning & Market Development** whose name as _____ of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 13 day of December 2022.

Anita L. Dionne
Notary Public, State of Alabama

My Commission Expires



Grantee
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

Grantor:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

"EXHIBIT A"

**KEY # 867752
CITY OF MOBILE**

PERMANENT SEWER EASEMENT

BEGINNING AT A ½ INCH REBAR FOUND ON THE EAST RIGHT OF WAY LINE OF PINEHILL DRIVE AND BEING THE SOUTHWEST CORNER OF LOT C, RESUBDIVISION OF LOTS 8-11, BLOCK 11, GOVERNMENT STREET HEIGHTS SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 38, PAGE 36, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; THENCE RUN ALONG THE SOUTH LINE OF SAID LOT, S 77°17'00" E 20.61 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE, RUN S 54°16'36" E 29.77 FEET TO A POINT; THENCE RUN S 63°00'12" E 301.71 FEET TO A POINT; THENCE RUN S 52°59'39" E 147.00 FEET TO A POINT; THENCE RUN S 43°05'56" E 312.74 FEET TO A POINT; THENCE RUN S 35°30'22" E 43.83 FEET TO A POINT; THENCE RUN N 90°00'00" W 17.70 FEET TO A POINT ON THE EAST LINE OF AN EXISTING 20 FOOT SEWER EASEMENT; THENCE RUN ALONG THE EAST LINE OF SAID EASEMENT AS FOLLOWS: N 35°23'41" W 27.40 FEET TO A POINT; THENCE RUN N 43°56'02" W 321.24 FEET TO A POINT; THENCE RUN N 50°35'37" W 128.89 FEET TO A POINT; THENCE RUN N 61°12'23" W 241.43 FEET TO A POINT; THENCE RUN S 31°57'50" W 12.67 FEET TO A POINT; THENCE LEAVING SAID EXISTING EASEMENT, RUN N 63°00'12" W 68.98 FEET TO A POINT; THENCE RUN N 54°16'36" W 42.86 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF PINEHILL DRIVE; THENCE RUN ALONG SAID EAST RIGHT OF WAY LINE N 03°57'33" E 14.05 FEET TO A ½" INCH REBAR FOUND AND THE POINT OF BEGINNING.
SAID EASEMENT CONTAINING 13,107 SQ. FT. OR 0.30 ACRES, MORE OR LESS.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½ INCH REBAR FOUND ON THE EAST RIGHT OF WAY LINE OF PINEHILL DRIVE BEING THE SOUTHWEST CORNER OF LOT C, RESUBDIVISION OF LOTS 8-11, BLOCK 11, GOVERNMENT STREET HEIGHTS SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 38, PAGE 36, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; THENCE RUN ALONG THE SOUTH LINE OF SAID LOT, S 77°17'00" E 63.46 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE, RUN ALONG AN EXISTING WOOD FENCE AS FOLLOWS: S 74°46'38" E 74.29 FEET TO A POINT; THENCE RUN S 72°06'30" E 74.29 FEET TO A POINT; THENCE LEAVING SAID WOODEN FENCE, RUN ALONG THE SOUTH LINE OF LOT 12, BLOCK 12, GOVERNMENT STREET HEIGHTS SUBDIVISION, AS PER RECORDED IN DEED BOOK 124, PAGE 219, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA, S 69°56'35" E 77.99 FEET TO A ¾ INCH REBAR FOUND BEING THE SOUTHEAST CORNER OF SAID LOT; THENCE RUN S 50°23'50" E 240.94 FEET TO A ½ INCH PIPE ON THE SOUTH RIGHT OF WAY LINE OF WESTWOOD STREET; THENCE RUN S 43°22'54" E 259.95 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CRENSHAW STREET; THENCE RUN SAID SOUTH RIGHT OF WAY LINE S 41°26'57" E 51.45 FEET POINT; THENCE LEAVING SAID RIGHT OF WAY, RUN S 39°15'56" E 61.03 FEET TO A POINT; THENCE RUN N 90°00'00" W 132.73 FEET TO A POINT; THENCE RUN N 43°05'56" W 290.04 FEET TO A POINT; THENCE RUN N 52°59'39" W 185.49 FEET TO A POINT; THENCE RUN N 61°54'57" W 136.08 FEET TO A POINT; THENCE RUN ALONG THE MEANDERING OF ESLAVA CREEK AS FOLLOWS: N 14°09'47" W 4.95 FEET TO A POINT



PERMANENT EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	S 77°17'00" E	20.61'
L2	S 54°16'36" E	29.77'
L3	S 35°30'22" E	43.83'
L4	N 90°00'00" W	17.70'
L5	N 35°23'41" W	27.40'
L6	S 31°57'50" W	12.67'
L7	N 63°00'12" W	68.98'
L8	N 54°16'36" W	42.86'
L9	N 03°57'33" E	14.05'

PINEHILL DR.

N 00°02'52" W
24.71'N 58°27'33" W
48.26'
N 58°03'42" W
50.82'N 47°29'49" W
41.80'
N 14°09'47" W
4.95'S 77°17'00" E
63.46'
LOT 12, RESUB.
LOTS 8-11
BLOCK 11
GOVERNMENT
STREET HEIGHTS
SUBDIVISION
MAP BK 38, PG 36S 74°46'38" E
74.29'LOTS
11 & 12
BLOCK 12
GOVERNMENT STREET
HEIGHTS SUBDIVISION
DEED BK 124, PG 219S 69°56'35" E
77.99'

MORGAN AVENUE

LOT 12, BLOCK 13
GOVERNMENT STREET
HEIGHTS SUBDIVISION
MAP BK 124, PG 219

WESTWOOD STREET

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH
IS TO ACCOMPANY A LEGAL DESCRIPTION2. DATUM/PROJECTION:
HORIZONTAL DATUM: NAD83(2011), STATE PLANE
COORDINATES, ALABAMA WEST ZONE

3. TCE= TEMPORARY CONSTRUCTION EASEMENT

4. PERM= PERMANENT

5. ESM'T= EASEMENT

6. -PL- = PROPERTY LINE

7. POB= POINT OF BEGINNING

8. POC= POINT OF COMMENCEMENT

9. EASEMENT AREAS

PERMANENT = 13,107 SQ.FT. OR 0.30 ACRES±
TCE (LESS EXISTING & PERM ESM'T) =
51,187 SQ.FT. OR 1.18 ACRES±

PERMANENT SEWER EASEMENT



TEMPORARY CONSTRUCTION EASEMENT(TCE)

KEY #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
867752	CITY OF MOBILE	PO BOX 1827 MOBILE, AL 36633	

ESLAVA CREEK TRUNK
SEWER UPGRADES
MOBILE, ALSCALE: N.T.S
EASEMENT SKETCH

EXHIBIT

GMC# G103190239
09/08/2021
DRAWN BY: —11 North Water Street, Suite 15250
Mobile, AL 36602
T 251.460.4006
GMCNETWORK.COM

GMC

**PERMANENT SANITARY SEWER EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT**

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "Grantor") for and in consideration of the amount of Ten and No/100 (\$10.00) Dollars, cash in hand paid to the undersigned by the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of Alabama, (herein referred to as "Grantee") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM and CONVEY** unto the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, its successors and assigns, a permanent easement for construction, operation, inspection, maintenance, replacement and removal of a sanitary sewer line under the soil on a strip of land running across a parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described and follows:

**SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"**

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the

soil along said strip. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
2. All construction and maintenance of the sanitary sewer line or lines will be the full responsibility of the Water and Sewer Board.
3. All construction and maintenance of the sanitary sewer line must comply with FEMA and City of Mobile regulations for construction in Floodzone and Floodway areas.
4. GRANTEE covenants that the initial improvements to the Subject Property will be in substantial compliance with the GRANTOR'S storm water ordinances and with those engineering drawings prepared by Goodwyn Mills Cawood titled, Eslava Creek Trunk Sewer Upgrades GMC # CMOB8190299, dated September 8th, 2021 which such drawing is hereby incorporated by reference herein as a part hereof. The said sanitary sewer line shall be constructed only after approval by the GRANTOR'S Engineering Department via the GRANTOR'S Land Disturbance Permitting Process.
5. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the GRANTOR'S Land Disturbance Permitting Process.
6. GRANTEE, in the construction or maintenance of the Sanitary Sewer Line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the GRANTEE will be repaired or replaced to design capacity and function at GRANTEE'S sole expense.
7. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the Water and Sewer Board to a condition substantially the same as existed immediately prior to said disturbance; GRANTEE must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.

8. GRANTOR reserves the right to use and enjoy its own rights in the property described herein, including but not limited to landscape, pave, build drives and parking areas provided that GRANTORS, their successors and assigns, shall not excavate, construct or permit to be constructed on or over said strip any obstruction that may interfere with the rights hereby granted.
9. The easement granted hereby may not be conveyed by the GRANTEE without the written consent of the GRANTOR, which such consent will be granted or withheld at the sole discretion of the GRANTOR.
10. Except as otherwise provided herein, GRANTEE does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
11. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by both parties hereto.

In and for the same consideration hereinabove recited, Grantor does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the sanitary sewer line on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

**SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"**

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the same ten terms and conditions hereinabove recited.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 2022.

GRANTOR:

CITY OF MOBILE, a Municipal Corporation

By _____

Its: _____

ATTEST:

Its: _____

GRANTEE

BOARD OF WATER AND SEWER

COMMISSIONERS OF THE CITY OF MOBILE,

a Public Corporation

By *D. B. Russell*

Its: Director of Planning & Market Development

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____ and _____ whose names as _____ and _____, respectively, of the City of Mobile, a municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2022.

Notary Public, State of Alabama

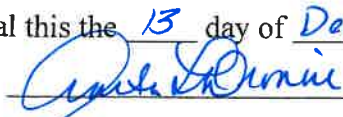
My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF MOBILE)

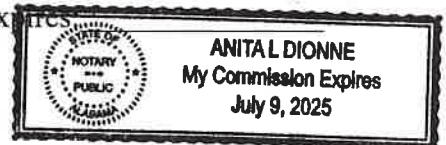
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell **Director of Planning & Market Development** whose name as _____ of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 13 day of December 2022.



Notary Public, State of Alabama

My Commission Expires



Grantee
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

Grantor:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

"EXHIBIT A"

**KEY # 874968
CITY OF MOBILE**

PERMANENT SEWER EASEMENT

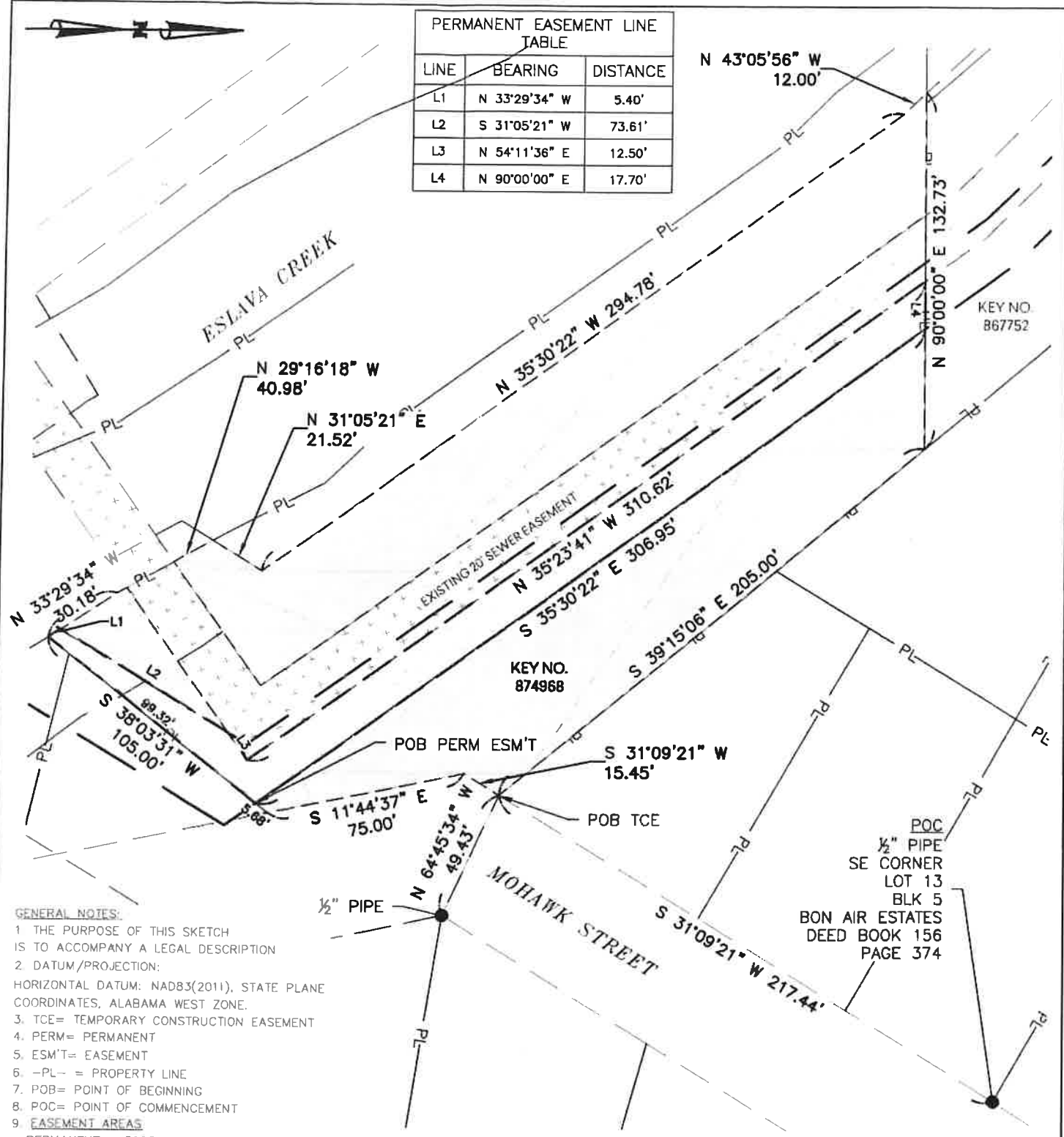
COMMENCING AT A ½ INCH PIPE ON THE WEST RIGHT OF WAY LINE OF MOHAWK STREET AND BEING THE SOUTHEAST CORNER OF LOT 13, BLOCK 5, BON AIR ESTATES SUBDIVISION, AS PER PLAT RECORDED IN DEED BOOK 156, PAGE 374, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE OF MOHAWK STREET S 31°09'21" W 217.44 FEET TO A POINT; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE S 31°09'21" W 15.45 FEET TO A POINT; THENCE RUN S 11°44'37" E 75.00 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY, RUN S 38°03'31" W 5.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 38°03'31" W 99.32 FEET TO A POINT; THENCE RUN N 33°29'34" W 5.40 FEET TO A POINT; THENCE RUN N 31°05'21" E 73.61 FEET TO A POINT ON AN EXISTING 20 FOOT SEWER EASEMENT; THENCE RUN ALONG SAID EASEMENT AS FOLLOWS: N 54°11'36" E 12.50 FEET TO A POINT; THENCE RUN N 35°23'41" W 310.62 FEET TO A POINT; THENCE LEAVING SAID EASEMENT, RUN N 90°00'00" E 17.70 FEET TO A POINT; THENCE RUN S 35°30'22" E 306.95 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 5965 SQ. FT. OR 0.14 ACRES, MORE OR LESS.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½ INCH PIPE ON THE WEST RIGHT OF WAY LINE OF MOHAWK STREET AND BEING THE SOUTHEAST CORNER OF LOT 13, BLOCK 5, BON AIR ESTATES SUBDIVISION, AS PER PLAT RECORDED IN DEED BOOK 156, PAGE 374, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE OF MOHAWK STREET S 31°09'21" W 217.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE S 31°09'21" W 15.45 FEET TO A POINT; THENCE RUN S 11°44'37" E 75.00 FEET TO A POINT; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN S 38°03'31" W 105.00 FEET TO A POINT; THENCE RUN N 33°29'34" W 30.18 FEET TO A POINT; THENCE RUN N 29°16'18" W 40.98 FEET TO A POINT; THENCE RUN N 31°05'21" E 21.52 FEET TO A POINT; THENCE N 35°30'22" W 294.78 FEET TO A POINT; THENCE RUN N 43°05'56" W 12.00 FEET TO A POINT; THENCE RUN N 90°00'00" E 132.73 FEET TO A POINT; THENCE RUN S 39°15'06" E 205.00 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE ABOVE DESCRIBED PERMANENT EASEMENT, AND LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE EXISTING 20' SEWER EASEMENT. SAID EASEMENT CONTAINING 23,104 SQ. FT. OR 0.53 ACRES, MORE OR LESS.

PERMANENT EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 33°29'34" W	5.40'
L2	S 31°05'21" W	73.61'
L3	N 54°11'36" E	12.50'
L4	N 90°00'00" E	17.70'



GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION
2. DATUM/PROJECTION:
HORIZONTAL DATUM: NAD83(2011), STATE PLANE COORDINATES, ALABAMA WEST ZONE.
3. TCE= TEMPORARY CONSTRUCTION EASEMENT
4. PERM= PERMANENT
5. ESM'T= EASEMENT
6. -PL- = PROPERTY LINE
7. POB= POINT OF BEGINNING
8. POC= POINT OF COMMENCEMENT
9. EASEMENT AREAS
PERMANENT = 5965 SQ.FT. OR 0.14 ACRES±
TCE (LESS EXISTING & PERM ESM'T) = 23,104 SQ.FT. OR 0.53 ACRES±

- PERMANENT SEWER EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT(TCE)

KEY #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
874968	CITY OF MOBILE	PO BOX 1827 OFFICE OF CITY CLERK MOBILE, AL 36633	-

ESLAVA CREEK TRUNK
SEWER UPGRADES
MOBILE, AL

SCALE: N.T.S
EASEMENT SKETCH

EXHIBIT

GMC # GMC3190239
09/08/2021
DRAWN BY: —

11 North Water Street, Suite 15250
Mobile, AL 36602
T 251.460.4006
GMCNETWORK.COM





AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

Authorize the sale of City property located at 720 Museum Drive no longer needed by the City of Mobile

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	1/25/2023
Exhibit B Map 720 Museum Dr	Exhibit	1/25/2023
Routing Form Rec to Sell	Exhibit	1/25/2023

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Boatwright, Cassie	Approved	1/26/2023 - 9:36 AM
Legal Kern, Chris	Approved	1/26/2023 - 10:53 AM
Mayors Office Montgomery, Brandi	Approved	2/2/2023 - 4:16 PM

RESOLUTION

Sponsored by William S. Stimpson, Mayor and Gina Gregory, Councilmember

WHEREAS, the City of Mobile owns 720 Museum Drive, Mobile, AL 36608 (the subject property), consisting of:

A vacant 16,400 square ft. building located on Lot 2 of Fort Hardeman Subdivision - key number 2397873 (188,508 square ft. / 4.33 acres).

Depicted in Exhibit A (attached); and

WHEREAS, the City is not utilizing the property and the current zoning for the property is residential (R-1); and

WHEREAS, the City would benefit from a sale of the subject property under favorable terms and conditions with the intent of residential redevelopment for a community impact;

NOW, THEREFORE, the City Council of the City of Mobile hereby RESOLVES:

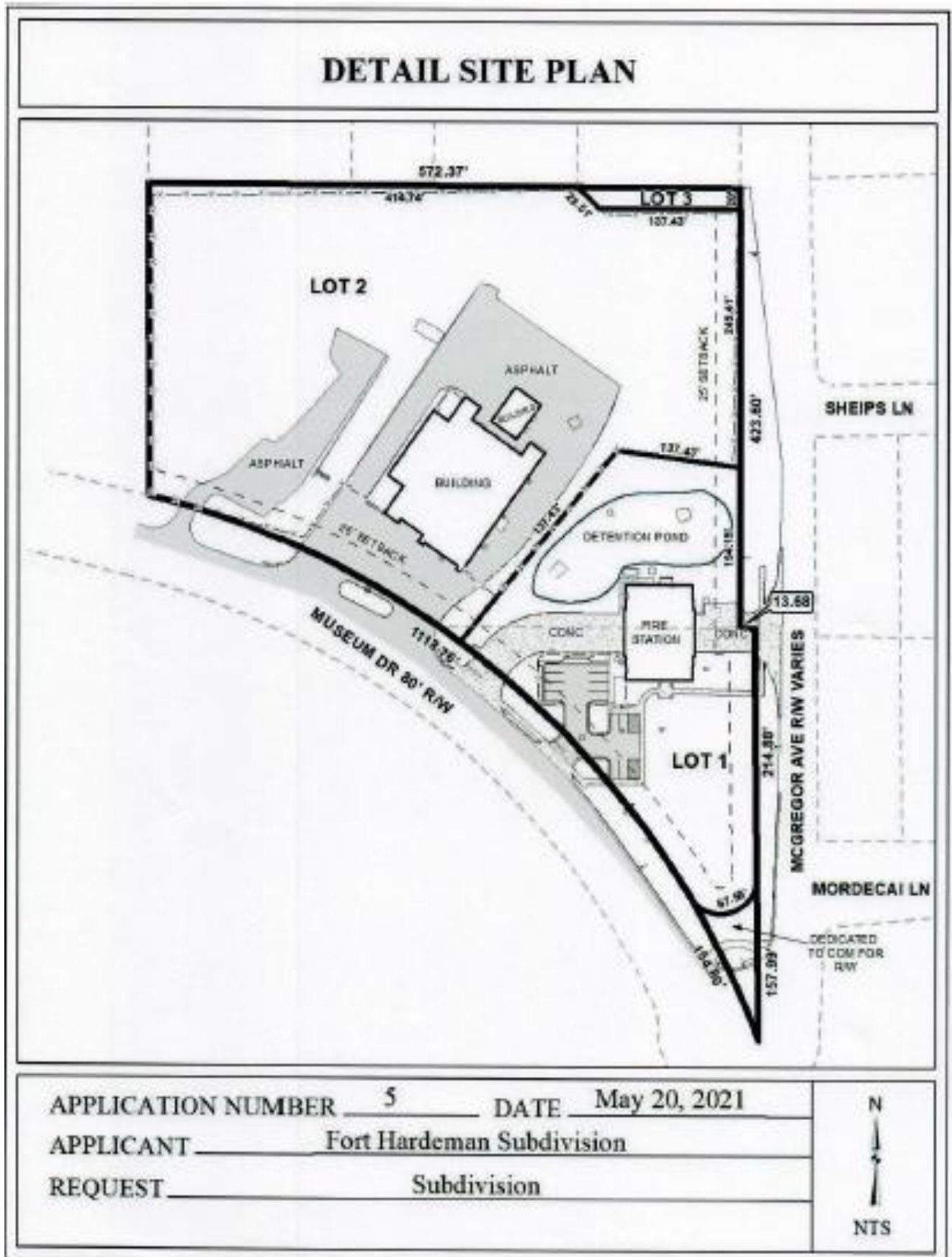
That it does not object to offering the subject property for sale. In the event the City receives an offer to purchase under favorable terms and conditions, the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate, adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement.

Adopted:

City Clerk

"EXHIBIT A"

720 Museum Drive



ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

I. Property Address: 720 Museum Drive AKA Fort Hardeman, key nos.: 2397873
City Council District and Zoning: District 7, Councilmember: Gina Gregory,
Zoning: Residential (R-1).
Sale or Lease: _____ Sale of Building and Land for RFP: Serves the purpose of
creating residential rooftops within the City limits.
Appraisal: Appraisal 12/19/22: \$820,000 for Lot 2

II. Acquisitions by City:

- How Reverted from Armory Commission to the City.
- When June 18, 2004
- Special Circumstances (if applicable): _____

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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Michael Linder, Council Attorney

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	2/6/2023
packet	Cover Memo	2/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/6/2023 - 1:10 PM

RESOLUTION

WHEREAS, the City of Mobile is vested with the power and authority to create and develop tax increment districts pursuant to Ala. Code (1975) §§ 11-99-1 *et seq.* (the “Act”), for the purpose of conserving and rehabilitating blighted or economically distressed areas through appropriate public action; and

WHEREAS, the City of Mobile has made a commitment to the development and maintenance of a strong local economy and job growth by encouraging new commercial, industrial, and other forms of economic growth; and

WHEREAS, within the City of Mobile, there exists an area of land that is need of redevelopment, rehabilitation, or revitalization to provide for the economic growth and development of the area; and

WHEREAS, this project area possesses some potential for development and redevelopment by private enterprise and sound economic growth, but, because of the economically distressed nature of some properties located within the area, it is unlikely that this potential would be realized without appropriate public action authorized by the Act; and

WHEREAS, the City of Mobile is desirous of providing for such development through appropriate public action in the form of funding for or construction of adequate public infrastructure improvements, which will support the private development and growth anticipated as a result of the creation of a tax increment district; and

WHEREAS, the City of Mobile has determined that an appropriate means of financing, in whole or in part, the City’s obligation to provide the public improvements contemplated is through tax increment financing, which is a vehicle for funding public improvements in a defined project area or tax increment district based upon the principle that otherwise underutilized and undeveloped areas can be developed through appropriate public action; and

WHEREAS, tax increment financing is a method of funding public improvements in a defined project area or tax increment district slated for development or redevelopment by capturing all or a portion of the increased tax revenue that may result from development of projects and the participation of private enterprise; and

WHEREAS, the City Council previously adopted Resolution 41-1084 on December 6, 2022, calling for a public hearing proposing the creation of TIF D2, authorizing the preparation of a project plan, authorizing action by the President of the City Council to perform certain actions required by law, and directing the publication of such resolution; and

WHEREAS, a public hearing was set for January 3, 2023, to provide all interested parties with an opportunity to express their views of the concept of tax increment financing, the proposed creation of a tax increment district and its proposed boundaries, and its benefits to the City; and

WHEREAS, notice of such public hearing was published in the *Lagniappe*, a newspaper of general circulation in the City, on December 21, 2022, and December 28, 2022, and on December 20, 2022, the President of the City Council sent a copy of such

notice by first class mail to the County Administrator for Mobile County and the Superintendent of the Mobile County Public School System, along with a request that each such entity designate a representative empowered to meet with the City Council to discuss the project plan and the tax increment financing; and

WHEREAS, the public hearing was held on January 3, 2023, at 10:30 AM, in the Council Chambers of the City of Mobile, Alabama, located at 205 Government Street; and

WHEREAS, on January 11, 2023, a copy of the tentative proposed project plan was sent via email and by first class mail to the County Administrator for Mobile County and the Superintendent of the Mobile County Public School System, along with notice of a special meeting of the City Council to be held on January 17, 2023, for the purpose of inviting the representatives of each deferred tax recipient to attend the meeting to discuss the boundaries of the tax increment district, development within the tax increment district, the exclusion of particular parcels of property from the district, and tax collection for the district; and

WHEREAS, a special meeting of the City Council was held on January 17, 2023, as a meeting of the deferred tax recipients, and a representative from the Mobile County Commission was in attendance at said meeting; and

WHEREAS, a written submission describing the proposed boundaries of the district, the tentative plans for the development of the district, and an estimate of the general impact of the project plan on property values and tax revenues, along with a copy of the final version of the project plan, as attached hereto as **Exhibit A** and incorporated as if fully set forth herein (hereinafter, the “Project Plan”), was mailed to the governing body of each deferred tax recipient and made available for public viewing in the office of the City Clerk and online at cityofmobile.org; and

WHEREAS, the City of Mobile has determined that tax increment financing provides an expedient and viable method of implementing the City’s objectives.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mobile, as follows:

1. The City Council hereby certifies that:
 - a. a feasible method exists for the relocation and compensation of any individuals, families, and businesses that will be displaced by the project in decent, safe, and sanitary accommodations within their means and without undue hardship to such individuals, families, and businesses;
 - b. the Project Plan conforms to the applicable master plan of the City of Mobile; and
 - c. the Project Plan will afford maximum opportunity, consistent with the sound needs of the City of Mobile as a whole, for the rehabilitation, redevelopment, or revitalization of the tax increment district by private enterprise.
2. The boundaries of TIF D2 are described by the maps and parcel list included in the Project Plan and incorporated as if fully set forth herein.

3. The City Council hereby adopts and approves the Project Plan and the boundaries of the tax increment district, which include whole units of property assessed for general property tax purposes, as are defined and declared to encompass the geographical area identified in the maps and parcel list set forth in the Project Plan.

4. The tax increment district is hereby created and established as of the **1st day of March, 2023**, and shall have a duration of thirty (30) years unless dissolved or the Project Plan is otherwise amended by the City Council.

5. The tax increment district shall be named “Tax Increment Financing District 2” (hereinafter referred to as “TIF D2”).

6. The City Council hereby finds in accordance with the Act that:

- a. not less than fifty percent (50%), by area, of the real property within TIF D2 is in need of rehabilitation, redevelopment, revitalization, or conservation work.
- b. the aggregate value of equalized taxable property in TIF D2 plus all existing districts created by the City of Mobile does not exceed fifty percent (50%) of the total value of equalized taxable property within the City of Mobile.

7. The City Council hereby provides for the possibility of the issuance of tax increment obligations or general obligations, or other indebtedness for all or any portion of the project costs with said bonds or other indebtedness to be paid from the anticipated income of the TIF D2 fund or as otherwise permitted under the Act.

8. The 6.5 mills of state ad valorem tax will not be included in calculating the increment.

9. The Director of Finance is hereby directed to make written application to the tax assessor for determination of the tax increment base, providing therewith any and all required information, and to perform any and all actions necessary, advisable, convenient or expedient to the creation of TIF D2 and the implementation of the provisions and effectuation of the purposes of the Project Plan, as consistent with applicable state law.

10. The various departments of the City of Mobile are hereby directed to perform any and all actions necessary, advisable, convenient or expedient to the creation of TIF D2 and the implementation of the provisions and effectuation of the purposes of the Project Plan, as consistent with applicable state law.

11. By adopting this Resolution, the City Council intends that the City of Mobile shall have all powers and authority granted by and consistent with the provisions of the Act, and all other provisions of applicable state law.

Remainder of Page Intentionally Left Blank.

ADOPTED this the 22nd day of February, 2023.

President of the City Council of
the City of Mobile, Alabama

ATTEST

APPROVED this the 22nd day of February, 2023.

Lisa C. Lambert
City Clerk

Mayor of the City of Mobile,
Alabama

EXHIBIT A

Project Plan

(attached)

PROJECT PLAN FOR TAX INCREMENT FINANCING DISTRICT FOR
SOUTH DAUPHIN ISLAND PARKWAY AREA
CITY OF MOBILE, ALABAMA

In recent years, the City of Mobile has undertaken intensive activities designed to attract the growth of private enterprise in the municipality. The City continues to explore and undertake innovative actions designed to enhance job opportunities, educational opportunities and quality of living within the municipality. The City has engaged in these actions for the primary purposes of heightening the quality of opportunities and facilities available to all citizens and businesses, in turn, maximizing this municipality as a draw for new economic growth.

All activities provided for in this Project Plan will take place within the corporate limit of the City of Mobile. The tax increment district contains areas which are currently underutilized and underdeveloped. At this point, the development and the redevelopment of the areas located within the project area cannot be fully realized due to the blighted and economically distressed nature of this area and the lack of adequate public infrastructure and improvements necessary to support private economic development. The planned activities are designed and intended to alleviate these circumstances through expansion and improvement of the project area.

The City of Mobile prepares this Project Plan in anticipation of the adoption of a resolution creating a tax increment financing district in accordance with Ala. Code §§ 11-99-1 et seq. In addition, the City finds that the project area is a blighted and economically distressed area because it is an area which is predominately open and because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, the sound economic growth of the area has been substantially impaired or arrested, and for other reasons listed in Ala. Code §§ 11-99-2 (1). In addition, the City finds that the blighted or economically distressed project area is salvageable and can be conserved and rehabilitated through appropriate public action authorized by Ala. Code §§ 11-99-1 et seq. Further, the City finds that the salvage, conservation, development and rehabilitation of the project area, as described in this Project Plan and other documents prepared pursuant to Ala. Code §§ 11-99-1 et seq., are public uses and purposes for which public money may be expended.

The financing of the City's obligation with respect to the public works and improvements described in this Project Plan will be met in whole or in part by increment financing. Tax increment financing is a method of funding public improvements in the project area by capturing all or a portion of the increased tax revenue that may result if the public works and improvements stimulate private investment, thereby increasing the property values within the project area. As private investment increases, the value of the property increases which results in an increase in the tax base within the project area. The increased revenue, *i.e.*, the "tax increment", is placed into a fund to be paid over to the City for reimbursement of its project costs for improvements. Any voluntary deposits it makes into the tax increment fund are used for special projects within the development area and payment of indebtedness incurred with regard to said improvements. Tax Increment Financing District South Dauphin Island Parkway Area (hereinafter "TIFD2" or "the project area") is identified in this document in

order to implement the City's objectives and to finance its obligations through capture of the tax increment.

In this instance, the capture of the tax increment will include 7.0 mills designated for use by the City of Mobile, 20.5 mills designated for use by Mobile County, and 29.5 mills designated for use by Mobile County Schools. The tax increment will not include the 6.5 mills of State tax.

The prospects for improving the areas within the TIFD2 without the use of tax increment financing are limited by a lack of funding, a problem which has and will continue to substantially impair or arrest sound economic growth of the project area. Potential development in the project area presents an opportunity for the City to provide the funding needed to encourage private development of the project area which will stimulate the local economy, increase job opportunities and create additional tax revenue all of which serve to enhance the overall quality of life in surrounding areas.

I. KIND, NUMBER AND LOCATION OF PROPOSED PUBLIC WORKS OR IMPROVEMENTS AND ESTIMATED PROJECT COSTS.

The information provided below regarding the public works or improvements to be made in TIFD2 are estimates. In addition, the project costs listed below are estimates of the expenditures or monetary obligations that the City expects to make or incur as costs of the public works or improvements noted herein; are dependent upon the successful acquisition of appropriate property pursuant to this Project Plan; and are subject to reasonable alteration based upon prevailing circumstances and the requirements and exigencies of future development as it actually takes place. Although premised upon the City's best information, these estimates cannot be guaranteed as accurate and should be viewed as approximations.

The City of Mobile will provide: (1) relocation, (2) road improvements, (3) utilities, (4) mass grading, (5) new road, and (6) professional services. A more thorough description of these public improvements is provided below.

The City's maximum commitment for the project costs listed above is \$20,750,000 (Twenty million seven hundred fifty thousand dollars). These costs shall be paid: (1) directly from the tax increment fund; (2) out of the general or other funds of the City; (3) out of the proceeds of the sale of warrants, bonds, notes issues by the City; or (4) out of the proceeds of the sale of tax increment obligations. In addition to the estimates of project costs for public works and improvements and other project costs listed herein, incidental costs related to the listed project costs may also be incurred. The estimate of \$20,750,000 (Twenty million seven hundred fifty thousand dollars) is based on current information, but due to numerous factors including the implementation time this estimate may vary from actual costs.

The proposed location of the improvements provided for in this Project Plan are included within the narrative in Section B of this Project Plan and the Boundary map area attached hereto as Exhibit A. The proposed locations as shown cannot be guaranteed and are subject to change depending on the availability of land, the availability of rights-of-way, the availability of materials, and any other circumstances which may arise during the planning, construction, and completion phases of each individual improvement.

A. Administration

TIFD2 will be administered by a committee of five composed of the following: the Mayor of the City of Mobile; the Executive Director of the Public Works Department; The Executive Director of Finance; the City Engineer; the Executive Director of Revitalize DIP or The Peninsula Group as selected by the Mayor. The body will be known as the Tax Increment Financing District 2 Financing Board (known hereafter as the Board) and will be responsible for the implementation of the proposed Plan.

The Board will have the authority to establish accounts; collect and distribute funds; recommend the acquisition or sale of real or personal property; propose contracts as necessary for implementation of the plan; recommend the issuance of bonded indebtedness for authorized projects; and amend and expand the TIF plan as necessary. It is also the duty of the Board to determine the schedule of the implementation of the projects, prioritize the projects and their components, and to accomplish the overall goal of redevelopment of the TIFD2.

The composition of the TIFD2 Board and the number of Board members may change as necessary or expedient to carry on the objective of revitalization in the Project Area as determined by the City Council of the City of Mobile. The Board will establish its own operating procedures and be subject to the rules and regulations of the State Ethics Commission. Minutes of the actions of the Board and all financial records of the TIFD2 must be kept in a businesslike manner, and be made available to the City of Mobile and its designated appointees.

- B. Proposed public works or improvements and associated costs, professional services costs, organizational costs, amounts of contributions made in connection with the implementation of the project plan, and payments made at the discretion of the Council which are necessary or convenient to the creation of TIFD2 or the implementation of the Project Plan.

The provision or construction of public infrastructure improvements may include, but not be limited to:

The provision of funding for Dauphin Island Parkway, Park Road, Old Bayfront Road, Bayfront Road, or other suitable sites within the district, estimated to cost \$2,000,000 (Two million dollars), to include streetscape installation, including landscaping, sidewalk, biking path, and lighting improvements, and any necessary public drainage, utilities, and other infrastructure;

The provision of funding for Dauphin Island Parkway, Park Road, Old Bayfront Road, Bayfront Road, or other suitable sites within the district, estimated to cost \$3,000,000 (Three million dollars), to include resurfacing, drainage repair, and any necessary public drainage, utilities, and other infrastructure;

The provision of funding for Dauphin Island Parkway, Park Road, Old Bayfront Road, Bayfront Road, Boykin Blvd, or other suitable sites within the district, estimated to cost \$1,000,000 (One million dollars), to establish biking and trail head and any necessary public drainage, utilities, and other infrastructure;

The provision of funding for decorative and functional bus stops within the district, estimated to cost \$250,000 (Two hundred fifty thousand dollars), to include including signage, landmarks, statues, and placards specific to the district, and any necessary public drainage, utilities, and other infrastructure;

The provision of funding for kayak launches, fishing piers, pickleball courts, boardwalks, walking trails, volleyball courts, ziplines, disc golf, skate parks, boat launches, and other recreational infrastructure within the district, estimated to cost \$2,000,000 (Two million dollars), to include including signage specific to the district, and any necessary public drainage, utilities, and other infrastructure;

The provision of funding for public school façade and vehicle access and entryway improvements within the district, estimated to cost \$1,000,000 (One million dollars), to include any necessary public drainage, utilities, and other infrastructure;

The provision of funding for park entrance enhancements within the district, estimated to cost \$1,000,000 (One million dollars), to include including signage specific to the district, and any necessary public drainage, utilities, and other infrastructure;

The provision of funding for façade improvements for commercial and publicly owned property within the district, estimated to cost \$10,000,000 (Ten million dollars), to include exterior repairs for deferred maintenance and demolition when reconstruction is reasonably expected to begin within 6 months or less and any necessary public drainage, utilities, and other infrastructure;

The provision of funding for neighborhood specific and wayfinding signage within the district, estimated to cost \$500,000 (Five hundred thousand dollars), to include streetscape installation, including landscaping, and lighting improvements, and any necessary public drainage, utilities, and other infrastructure;

C. Other project costs.

The City estimates that the following project costs will also be incurred:

Imputed Administrative Costs (including, but not limited to, reasonable charges for the time spent by officers and employees of the City in connection with the implementation of the Project Plan), which shall be calculated on an hourly basis at the hourly rate paid to each respective public officer or employee under the City of Mobile Salary schedule in effect at the time that the work hours are accrued.

Additional Professional Services Costs (including, but not limited to, architectural, planning, engineering, fiscal, underwriting, and legal advice and services), as evidenced by invoice or contractual obligation on the basis of actual costs incurred.

Additional Organizational Costs (including, but not limited to, costs of conducting environmental impact or other studies and the costs of informing the public with respect to the creation of the tax increment district and the implementation of the Project Plan), as evidenced by invoice or contractual obligation on the basis of actual costs incurred.

Financing Costs (including, but not limited to, all interest paid to holders of tax increment obligations during the period of implementation of the Project Plan, the cost of any form of credit enhancement, printing and trustee costs, underwriting, legal services and any premium paid in excess of the principal amount thereof because of the redemption of such obligations prior to maturity), to be calculated on the basis of actual costs incurred.

Relocation Costs (including, but not limited to, relocation payments made following condemnation under Alabama Code §§ 18-1A-1 et seq.) to be calculated on the basis of actual costs incurred.

II. METHODS OF FINANCING ALL ESTIMATED PROJECT COSTS AND THE TIME WHEN RELATED COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED.

During the life of TIFD2, the City expects to issue tax increment obligations or general obligation or other indebtedness that will be used to finance the cost of improvements specified in the Project Plan. The City will reimburse the cost of the principal and interest on the tax increment, general obligation, and other indebtedness from the monies deposited in the tax increment revenue fund of TIFD2.

The costs of the improvements to be made in TIFD2 will be repaid out of the increase in property taxes generated from the TIFD2 project area.

The timing of costs and monetary obligations to be incurred are dependent upon factors relating to actual development of the various portions of TIFD2, further appreciation and redevelopment of the property located therein, and the possibility of bond or other indebtedness issues. All anticipated or estimated expenditures provided for in this Project Plan will be made within 20 (Twenty) years of the creation of TIFD2 unless an amendment to this Project Plan is properly adopted.

The City Treasurer will have the power to open an account and pay project costs incurred in TIFD2 that have been authorized for payment by the City Finance Director.

For the purpose of paying project costs, payments may be made in full at the time such costs accrue, thus allowing the project to be all or partially funded on a pay-as-you-go basis.

III. BOUNDARIES OF TIFD2 AND MAPS.

Land within TIFD2 is predominately developed in an urban land setting. The boundaries of TIFD2 are shown and described in the following attachments:

Boundary Map

Existing Land Use Map

Future Land Use Map

List of Included Parcels/Legal Description

Existing Zoning Map

IV. PROPOSED CHANGES TO ZONING, MASTER MAP PLAN, BUILDING CODES AND ORDINANCES.

The City is of the opinion that all improvements to be made pursuant to this Project Plan are consistent with current city ordinances, in so far as the City has jurisdiction. No changes to any existing zoning are anticipated or required at this time. A map showing existing zoning is attached as Exhibit E.

To the extent that approvals are required for implementation of this Project Plan, these approvals will be obtained in accordance with state or local laws.

V. ESTIMATED NON-PROJECT COSTS.

At this time, the City is not aware of any non-project costs which may be incurred as a result of the activities planned in TIFD2.

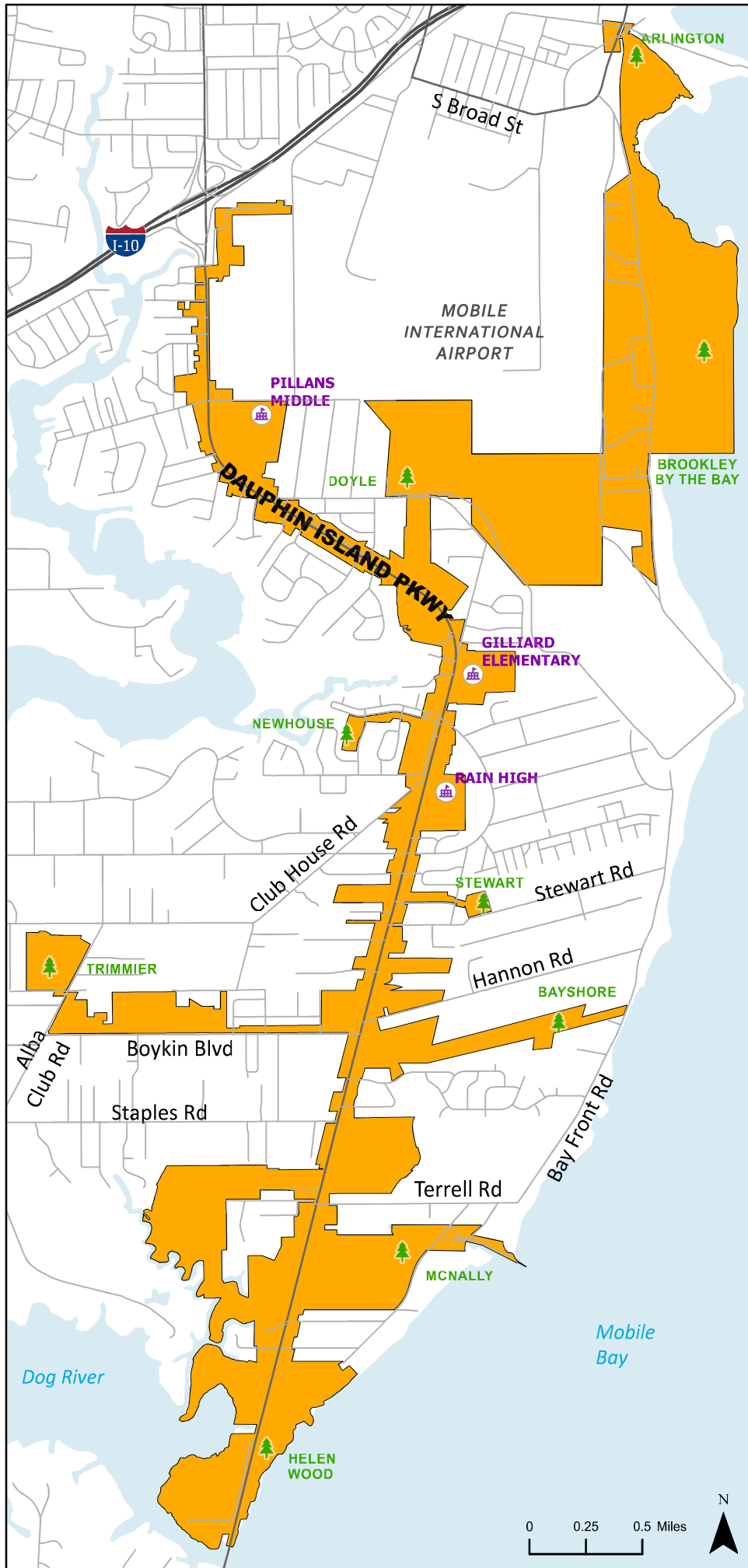
VI. PROPOSED PLAN FOR RELOCATION AND DISPLACEMENT.

Land within TIFD2 is predominately developed in an urban land setting. Due to project selection, no relocation or displacement is anticipated or required.

VII. Conclusions.

This Project Plan is written to conform with the provisions of Ala. Code §§ 11-99-1 et seq. If any portion of the Project Plan shall conflict with the provisions of Ala. Code §§ 11-99-1 et seq., or any other statute, then the conflicting portion shall be considered severable, and such conflict shall not affect the remaining portions of this Project Plan, which shall remain viable. In order to carry out the intention of the adopting resolution, reasonable changes to the Project Plan may be made without recourse to amendment. Reasonable changes include removing and replacing projects with like projects due to feasibility and access to property.

EXHIBIT A



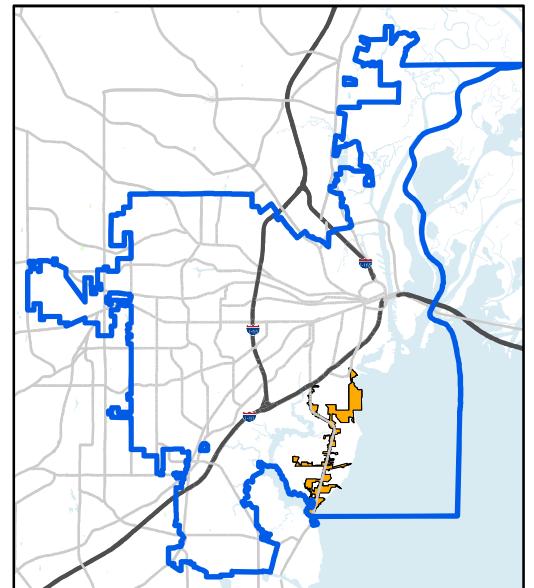
City of Mobile Tax Increment Financing District 2

*South Dauphin Island
Parkway Area*

- TIF District 2
- Schools - Public
- Parks

Total Acres: 1,560 +/-
Total Parcel Count: 456

Location within Mobile City Limits



Prepared By:
City of Mobile GIS
Date:
December 27, 2022
Data Source:
Base Map - City of Mobile GIS
TIF Boundary - City of Mobile GIS

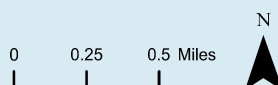
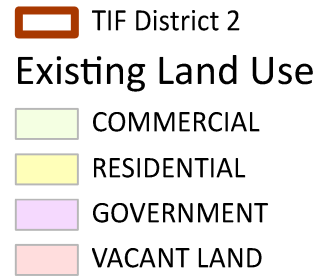


EXHIBIT B

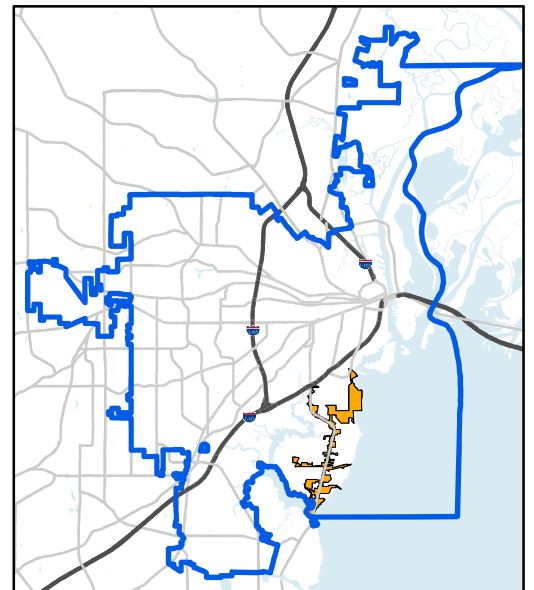
City of Mobile Tax Increment Financing District 2

Existing Land Use



Total Acres: 1,560 +/-
Total Parcel Count: 456

Location within Mobile City Limits



Prepared By:
City of Mobile GIS
Date:
December 27, 2022
Data Source:
Base Map - City of Mobile GIS
TIF Boundary - City of Mobile GIS

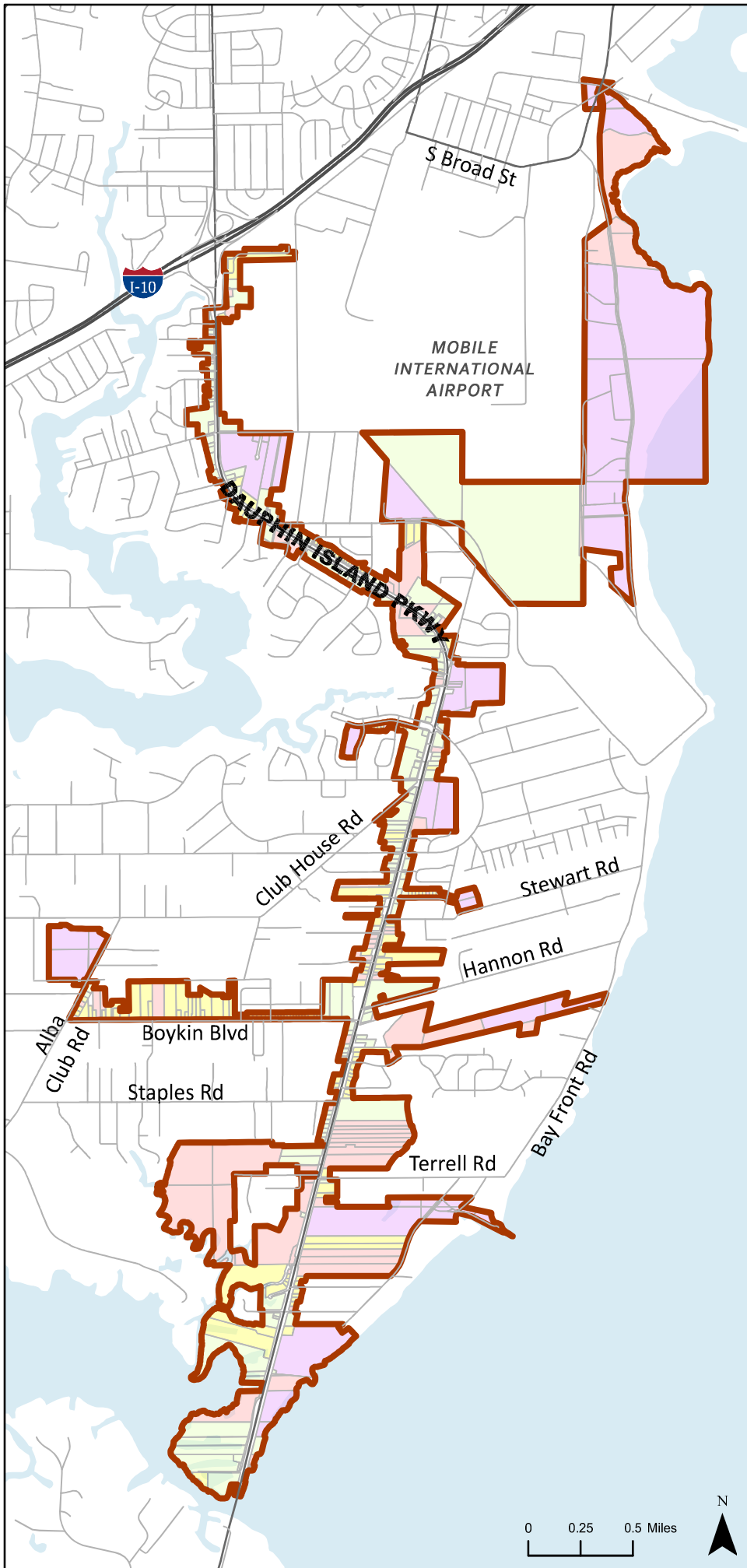
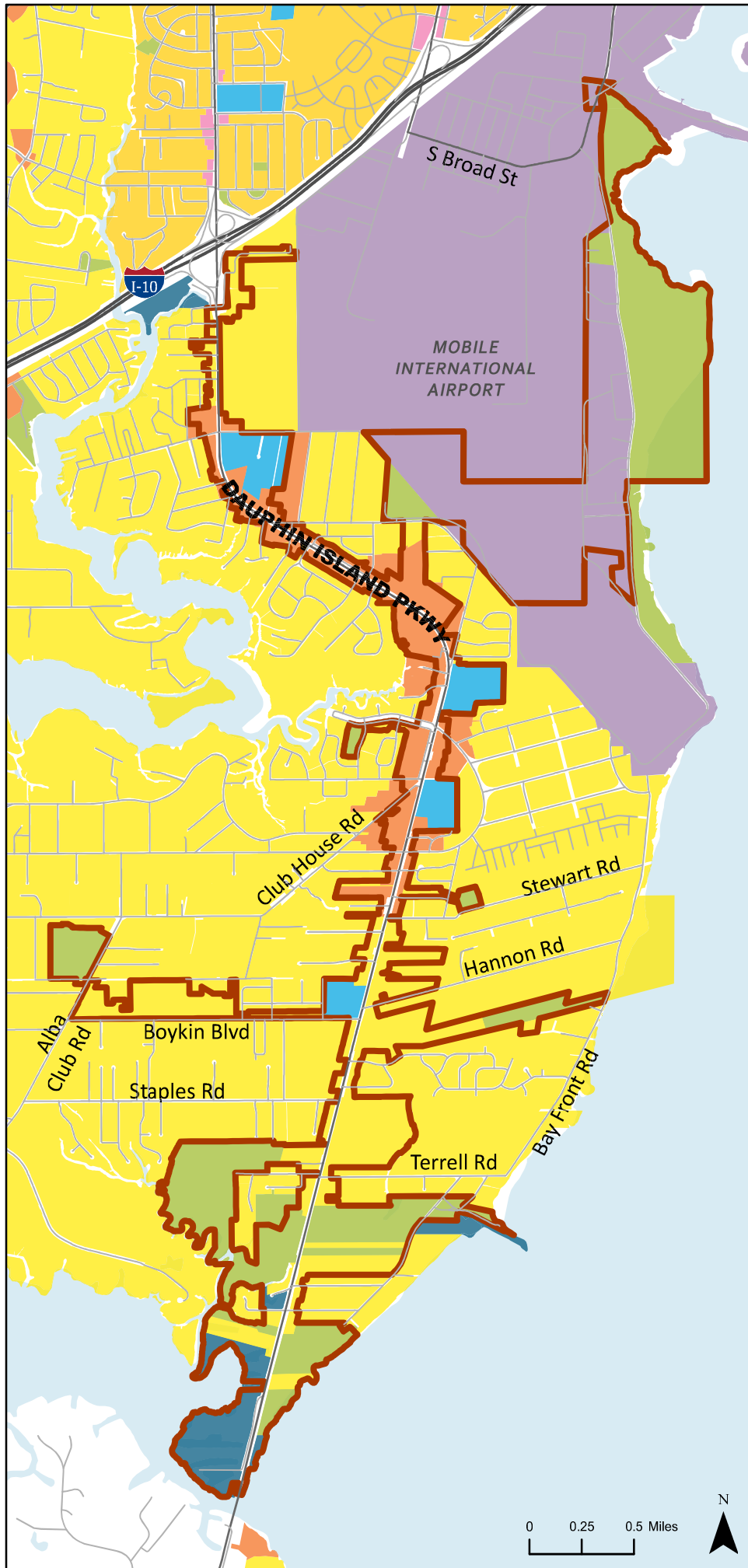


EXHIBIT C

City of Mobile Tax Increment Financing District 2

*Map for Mobile 2017
Future Land Use*



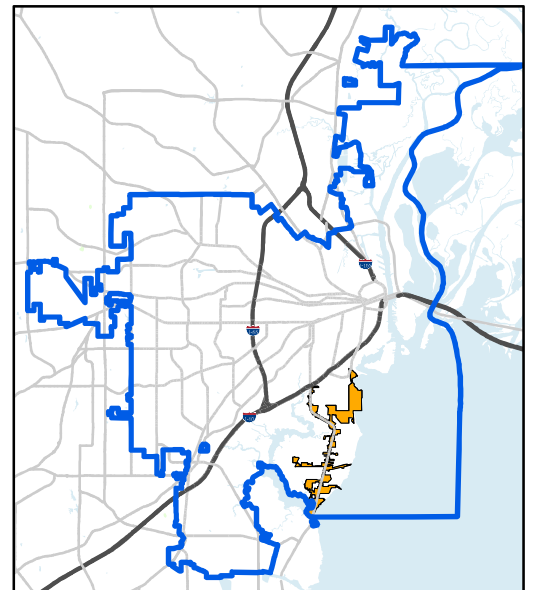
TIF District 2

Future Land Use

- 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
- Future Manmade Wetlands

Total Acres: 1,560 +/-
Total Parcel Count: 456

Location within Mobile City Limits



Prepared By:
City of Mobile GIS
Date:
December 27, 2022
Data Source:
Base Map - City of Mobile GIS
TIF Boundary - City of Mobile GIS

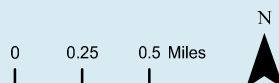


EXHIBIT D

City of Mobile
Tax Increment Financing District 2

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City of Mobile
Tax Increment Financing District 2

2 of 4

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City of Mobile
Tax Increment Financing District 2

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Tax Increment Financing District 2

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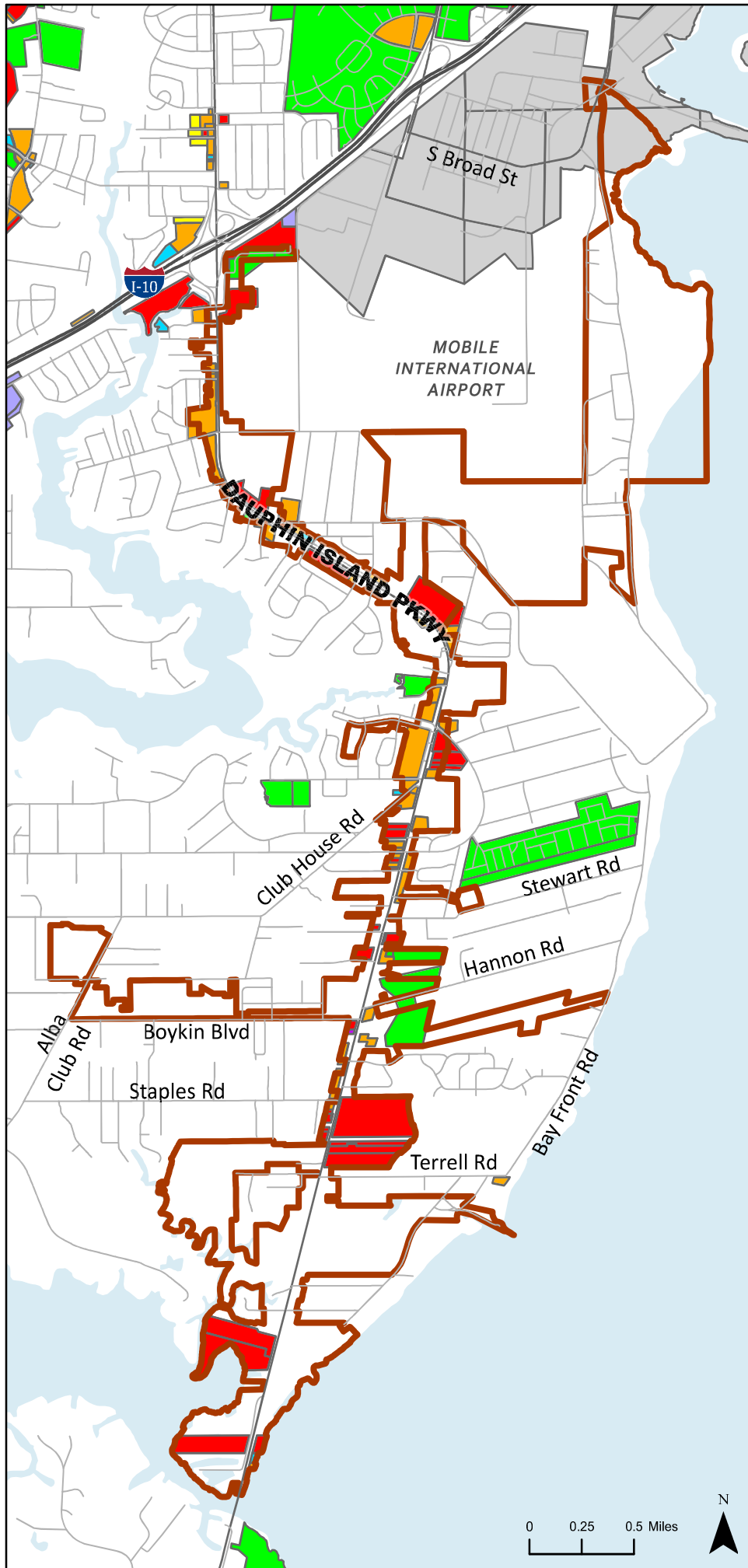
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EXHIBIT E

City of Mobile Tax Increment Financing District 2

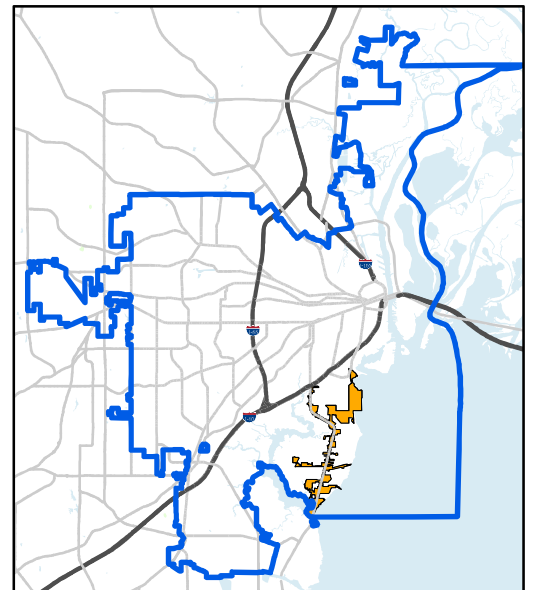
Existing Zoning
12/28/2022



- TIF District 2**
- Zoning District**
- R-1: Single-family Residential
 - R-2: Two-family Residential
 - R-3: Multiple-family Residential
 - R-A: Residential-Agricultural
 - R-B: Residential-Business
 - H-B: Historic-Business
 - T-B: Transitional-Business
 - B-1: Buffer Business
 - LB-2: Limited Neighborhood Business
 - B-2: Neighborhood Business
 - B-3: Community Business
 - B-4: General Business
 - B-5: Office-Distribution
 - I-1: Light Industry
 - I-2: Heavy Industry
 - Municipal
 - Open
 - SD: Special District
 - SD-WH: Special District
 - T3: Low-Density Residential
 - T4: Mixed-Use of Low Intensity
 - T5.1: Mixed-Use of Medium Intensity
 - T5.2: Mixed-Use of Medium Intensity
 - T6: Mixed-Use of High Intensity

Total Acres: 1,560 +/-
Total Parcel Count: 456

Location within Mobile City Limits



Prepared By:
City of Mobile GIS
Date:
December 27, 2022
Data Source:
Base Map - City of Mobile GIS
TIF Boundary - City of Mobile GIS



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Whidden

Cover Memo

2/15/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/15/2023 - 1:50
PM

RESOLUTION

Sponsored by: Councilmember Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Hunter Whidden is appointed to the Citizens Parks and Recreation
Advisory Committee effective immediately for a term ending February 22,
2025.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

TRANSFER FUNDS FROM DISTRICT 7 DISCRETIONARY ACCOUNT TO PARKS & RECREATION REVENUE ACCOUNT TO ASSIST WITH THE HILLSDALE COMMUNITY CENTER ANNUAL MARDI GRAS PARADE

Amount of Contract:

\$350.00

Funding Source

Project # DSC-07 - 10041020-42080

Discretionary Funds DSC-07

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
TRANSFER RESOLUTION - HILLSDALE COMMUNITY CENTER	Cover Memo	2/16/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/16/2023 - 12:44 PM

RESOLUTION

Sponsored by: *Gina Gregory, Councilmember District 7*

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$350.00 to be transferred from the General Fund, District 7 Discretionary Account DSC-07, General Fund Account 10041020-42140 to the Parks & Recreation Department, Revenue Account 10042033-42140, to assist with the Hillsdale Community Center annual Mardi Gras parade on February 17, 2023.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE FACILITY FEES FOR THE SERVE IT UP WITH LOVE TENNIS TOURNAMENT APRIL 2,3, & 4, 2023 ON BEHALF OF THE CHILD ADVOCACY CENTER, INC.

Amount of Contract:

\$200.00

Funding Source

Project # DSC-07 - 10041020-42080

Discretionary Funds DSC-07

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	2/16/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/16/2023 - 1:02 PM

RESOLUTION

Sponsored by: *Gina Gregory, Councilmember District 7*

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$200.00 to be transferred from the General Fund, District 7 Discretionary Account DSC-07, General Fund Account 10041020-42140 to the Parks & Recreation Department, Revenue Account 10042033-42140, to assist with the facility fees for the Serve It up With Love Tennis Tournament April 2,3, & 4, 2023 on behalf of the Child Advocacy Center, Inc.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	7 Cases
Council District 2	William Carroll	6 Cases
Council District 3	C J Small	4 Cases
Council District 4	Ben Reynolds	2 Cases
Council District 5	Joel Daves	1 Case
Council District 6	Scott Jones	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Assess Cost for Weed Lien Group 1633

Effective Date of Contract:

2/22/2023

Funding Source

Project # Weed Lien Group 1633

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Weed Lien Group 1633	Backup Material	2/15/2023
resolution	Cover Memo	2/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
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Municipal Gauthier, Lana
Enforcement

Approved

2/15/2023 - 2:07
PM



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator 

DATE: February 16, 2023

SUBJECT: Weed Lien Group 1633 Invoices for Council Agenda

Attached, please find invoices for completed Weed Lien Group Number(s) **1633**. Please place these on the City Council's Agenda for **Tuesday, February 22, 2023**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

WEED LIEN						
1633						Res. No.
9/20/2022	LOTS TO BE DECLARED					58-815
10/25/2022	LOTS FOR PUBLIC HEARING					58-936
2/21/2023	LOTS TO BE ASSESSED FOR COST					58-
				Amount	Dis	N/A
No.	Address	SRO No.	CASE #	Assessed		CBO
1	5429 Spring Dr	28520	21282	\$ 50.00	4	CBO
2	2915 Dauphin Island Pkwy	29215	21283	\$ 221.00	3	
3	1707 Dog River Dr W	19551	21284	\$ 50.00	4	CBO
4	3917 Dauphin Island Pkwy	28074	21285	\$ 326.44	3	
5	1513 Driftwood Dr N	28076	21286	\$ 772.81	3	
6	3066 Bay Crescent Dr	19590	21287	\$ 329.00	3	
7	1917 Seale St	20196	21288	\$ 259.00	1	
8	253 Locust St	28581	21289	\$ 50.00	2	CBO
9	1456 Congress St	28632	21290	\$ 50.00	2	CBO
10	285 Cedar Dr	11212	21292	\$ 50.00	2	CBO
11	281 Cedar Dr	11214	21293	\$ 196.00	2	
12	2659 Reaves St B	28162	21294	\$ 182.00	1	
13	472 Creek Cir Dr E	28860	21295	\$ 50.00	1	CBO
14	748 Stanton Rd	20326	21296	\$ 50.00	1	CBO
15	1515 St Stephens Rd	20908	21297	\$ -	2	CBD
16	0 Harper Ave	27615	21298	\$ 182.00	1	
	Par. No. (29 02 44 0 012 035.XXX)					
17	512 Oak Dr Ct	28495	21299	\$ 182.00	2	
18	410 Driver St	27562	21300	\$ 50.00	1	CBO
19	1258 Mobile St	28687	21301	\$ 196.00	1	
20	628 Crenshaw St	29013	21302	\$ 50.00	5	CBO
				\$ 3,296.25		
District total for this group		Numbers of lots cut				
1	7	1	4			
2	6	2	2			
3	4	3	4			
4	2	4	0			
5	1	5	0			
6	0	6	0			
7	0	7	0			
	20		10			
*ADD Added in from other Groups		*CBC Cut By Contractor				
*CBO Cut By Owner		*UDL Undeveloped Lot				
*N/A Taken out by Inspector						

 2/15/23
 Marchetta Jante 2/15/23



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **WEEKLEY MARVIN E & SHANNON C**
Address: **5429 SPRING DR**
City, State, Zip: **MOBILE, AL 36693-2727**
Group Number: **1633** Item # **1**

Lot Description: **LOT 3 LONGLEAF ESTS UNIT 2 MBK 19 P 114 #SEC 03 T5S R2W #MP33 02 03 3 002**
(33 02 03 3 002 102.XXX) 5429 SPRING DR

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022
Date lot was cut: //2023 Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	14,545	0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean

SECRETARY

Margaretta Jante

INSPECTOR

Sam Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **MOHAJER12 CORPORATION**

C/O HUSSIAN ABDULLA

Address: **7132 CHARLESTON POINT DR**

City, State, Zip: **MOBILE, AL 36695**

Group Number: **1633** Item # **2**

Lot Description: **PART OF LOT 1 GULF CEDAR CRESCENT SUBDIVISION MBK 41 PAGE 29 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 THEN RUN EAST 155.6 FT THEN SOUTH 287 FT(S) THEN NORTHWEST 220 FT THEN ALONG TO THE RIGHT 57.15 FT THEN NORTHEASTERLY 110 FT(S) TO THE POINT OF BEGINNING. (32 06 40 0 002 007.XXX) 2915 DAUPHIN ISLAND PKY**

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022

Date lot was cut: 2/9/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		12,000	\$ 0.0125	\$ 150.00
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	3	\$ 7.00	\$ 21.00
Total Project Cost:				\$ 221.00

Shelia Dean
SECRETARY

Maplethella Jante
INSPECTOR

Harry Beckman
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **RICHARDSON HERMAN LEE**
Address: **10460 CROSSLEY HILL DR**
City, State, Zip: **GRAND BAY, AL 36541**
Group Number: **1633** Item # **3**

Lot Description: **LOT 101 GULF MANOR 1 ST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004**
(32 03 36 0 004 065.XXX) 1707 DOG RIVER DR W

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022
Date lot was cut: //2023 Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,960	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Marichetta Jarte
INSPECTOR

Harry Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: ALABAMA DEPT. OF REVENUE

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: P. O. BOX 327210

City, State, Zip: MONTGOMERY, AL 36132-7210

Group Number: 1633 Item # 4

Lot Description: LOT 15 DRIFTWOOD ACS MBK 8 PG 298 #SEC 40 TSS R1W #MP32 12 40 0 003 (32 12 40 0 003 034.XXX) 3917 DAUPHIN ISLAND PKWY

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022
Date lot was cut: 2/9/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		21,555	\$ 0.0125	\$ 269.44
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 326.44

Shelia Dean

SECRETARY

Marchetta Jarte

INSPECTOR

Hayden

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **SULLIVAN ALFRED R JR**
Address: **1513 DRIFTWOOD DR N**
City, State, Zip: **MOBILE, AL 36605**
Group Number: **1633** Item # **5**

Lot Description: **LOT 21 DRIFTWOOD ACRES MBK 8 P 298 #SEC 40 T5S R1W #MP32 12 40 0 003**
(32 12 40 0 003 022.XXX) 1513 DRIFTWOOD DR N

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022
Date lot was cut: 2/9/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		27,025	\$ 0.0125	\$ 337.81
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	55	\$ 7.00	\$ 385.00
Total Project Cost:				\$ 772.81

Sholia Dean
SECRETARY
Marabeth Jarte
INSPECTOR
Amy Johnson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **PCD PROPERTIES LLC**
C/O TIM SMITH
Address: **P. O. BOX 1232**
City, State, Zip: **HURLEY, MS 3955-1232**
Group Number: **1633** Item # **6**

Lot Description: **THAT CERTAIN PCL OF LAND BDED BY LINE BEG AT NE COR OF LOT 32 IN BLK 4 OF RESUB OF BAY DIV OF SHORE ACRES DBK 156/510 TH RUN WLY ALG N/L OF SD LOT DIS OF 160 FT TO PT WHICH IS NW COR OF SD TH RUN SLY ALG W/L OF SD LOT DIS OF 60 FT TO PT TH RUN ELY DIS OF 151.5 FT M/L TO PT ON E/L OF SD LOT WHICH PT IS DIS OF LOT 60 FT S OF NE COR OF SD LOT TH RUN NLY ALG E/L OF SD LOT DIS OF 60 FT TO POB #SEC 40 T5S R1W #MP32 05 40 0 001 (32 05 40 0 001 024.XXX) 3066 BAY CRESCENT DR**

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022
Date lot was cut: 2/9/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,740	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	22	\$ 7.00	\$ 154.00
Total Project Cost:				\$ 329.00

Shelia Dean
SECRETARY
Meghanna Lute
INSPECTOR
Anthony P. P. P.
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **HERRON SANDRA**

Address: **1917 SEALE ST**

City, State, Zip: **MOBILE, AL 36617**

Group Number: **1633** Item # **7**

Lot Description: **LOT 18 BLK 5 REVISED FINAL PT MCDONALD BROTHERS SUB MBK 5 P 98-99 #SEC 44 T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 241.XXX) 1917 SEALE ST**

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022
Date lot was cut: 2/9/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,820	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	12	\$ 7.00	\$ 84.00
Total Project Cost:				\$ 259.00

Shelia Dean

SECRETARY

Marcella Juste

INSPECTOR

Sam Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: ADAMS DEATRA C
Address: 4949 OAKDLAE RD APT 516
City, State, Zip: SMYRNA, GA 30080
Group Number: 1633 Item # 8

Lot Description: THAT LOT OF LAND ON W/S OF LOCUST ST DESC AS FOLL BEG AT NW COR OF CONGRESS & LOCUST STS TH RUN NLY ALG W/L OF LOCUST ST 50 FT TO A PT WHICH PT IS POB OF HERE IN CONVEYED PPTY TH WITH A DEFL ANG OF 84 DEG 47 MIN TO LEFT RUN WLY ALG LINE OF A FENCE A DIS OF 125 FT TO A PT TH WITH A DEFL ANG OF 84 DEG 47 MIN RUN NLY & PAR WITH LOCUST ST A DIS OF 36.6 FT TO A PT TH WITH A DEFL ANG OF 95 DEG 18 MIN TO THE RT RUN ELY A DIS OF 125 FT TO A PT ON W/S OF LOCUST ST TH RUN SLY ALG THE W/L OF LOCUST ST A DIS OF 36.3 FT TO THE POB BEING A PT OF LOT 4 SQ 22 OF CAMP GROUND TRT #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 509.XXX) 253 LOCUST ST

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022
Date lot was cut: //2023 Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	4,535	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Deam

SECRETARY

Marchetta J. J. J.

INSPECTOR

Anthony Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **WYATT FRANCES F**
Address: **153 KINGS GATE N**
City, State, Zip: **ROCHESTER, NY 14617-5410**
Group Number: **1633** Item # **9**

Lot Description: **LOTS 31 & 32 R E GORDON SUBD DBK 114 P 434 LESS & EXC N 49 FT THEREOF RPBK 1934 P 527 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 081.XXX) 1460 CONGRESS ST**

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022
Date lot was cut: //2023 Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,103	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean

SECRETARY

Margaretta Igute

INSPECTOR

Fany Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **BELL HUBERT T & THERESA T**
C/O HUBERT T BELL JR
Address: **5906 RESERVOIR HEIGHTS AVE**
City, State, Zip: **ALEXANDRIA, VA 22311**
Group Number: **1633** Item # **10**

Lot Description: **W 1/2 OF LOT 35 & ALL OF LOTS 36 & 37 BLK 5 HARTWELL PLACE MBK 3/315 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 294.XXX) 285 CEDAR DR**

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022
Date lot was cut: //2023 Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,612	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean

SECRETARY

Marybette Jante

INSPECTOR

Harry Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **JOHNSON EDISON M & ROSA M**
C/O ROSAMARIE D JOHNSON
Address: **599 COUNTRY RIDEGE RD**
City, State, Zip: **OPELOUSAS, LA 70570**
Group Number: **1633** Item # **11**

Lot Description: **LOTS 38 & 39 BLK 5 HARTWELL PL MBK 3 P 315 #SEC 44 T4S R1W #MP29 02 44 0 030**
(29 02 44 0 030 295.XXX) 281 CEDAR DR

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022
Date lot was cut: 2/9/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	4,594	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	3	\$ 7.00	\$ 21.00
Total Project Cost:				\$ 196.00

Shelia Dean

SECRETARY

Margherita Santa

INSPECTOR

Sam Robinson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **BETTIS LOUELLA**
Address: **2659 REAVES ST**
City, State, Zip: **MOBILE, AL 36607**
Group Number: **1633** Item # **12**

Lot Description: **LOT 48 DIV B MILLVILLE DBK 121 P 512 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 152.XXX) 2659 REAVES ST**

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022
Date lot was cut: 2/9/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	4,775	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 182.00

Shelia Dean

SECRETARY

Marchetta Jente

INSPECTOR

Amy Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DEXTER BARBARA ALESE & LUDIVICK**
C/O BOHI HOLDINGS
Address: **160 SKYRIDGE DR**
City, State, Zip: **AUBURN, CA 95603-5744**
Group Number: **1633** Item # **13**

Lot Description: **THE N 1/2 OF LOT 8 & ALL OF LOT 9 BLK B OF CREEK HILL SUB MBK 4 P 568-570 #SEC 42 T4S R1W #MP29 07 42 0 003 (29 07 42 0 003 089.XXX) 472 CREEK CIR DR**

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022
Date lot was cut: //2023 Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,330	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Maxetta Jente
INSPECTOR

Angela Brown
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **OSBEY CREOLA C A LIFE ESTATE**
Address: **748 STANTON RD**
City, State, Zip: **MOBILE, AL 36617-2108**
Group Number: **1633** Item # **14**

Lot Description: **LOT 6 1ST ADD TO CECILIA COURT MBK 6 PG 423 #SEC 44 T4S R1W #MP29 02 44 0 025 (29 02 44 0 025 318.XXX) 748 STANTON RD**

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022
Date lot was cut: //2023 Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,184	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia DeCen

SECRETARY

Margherita Jante

INSPECTOR

Amy Latham

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **SMITH CORA**
Address: **4508 ATLANTIC AVE PMB 447**
City, State, Zip: **LONG BEACH, CA 90807-1520**
Group Number: **1633** Item # **16**

Lot Description: **LOT 212 BLK D TRINITY GAR 1ST ADD ACC TO PLAT OF SD SUB REC IN MBK 3 P 332 #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 035.XXX) 0 HARPER AVE**

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022
Date lot was cut: 2/9/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,080	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 182.00

Shelia Dean

SECRETARY

Marphetta Junte

INSPECTOR

Harry Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DEES ROBERT E**
Address: **512 OAK DR CT**
City, State, Zip: **MOBILE, AL 36617**
Group Number: **1633** Item # **17**

Lot Description: **LOT 11 BLK 2 OAK DR CT MBK 4/484 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 013.XXX) 512 OAK DR CT**

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022
Date lot was cut: 2/9/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,350	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 182.00

Shelia Dean

SECRETARY

Mapochita Jute

INSPECTOR

Ang Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: JONES LIZA MAE
Address: 6725 ZIEGLER BLVD APT # 5
City, State, Zip: MOBILE, AL 36608
Group Number: 1633 Item # 18

Lot Description: COMG AT INTERSECT OF N R/W LINE OF LAXTON ST & E R/W LINE OF DRIVER ST THEN RUN N-LY ALG E R/W LINE OF DRIVER ST 80.00 FT TO PT OF BEG THEN CONT NLY ALG E R/W LINE OF DRIVER ST 40.00 FT THEN ON DEFL ANG OF 88 DEG 51 MIN TO RT RUN ELY & PAR WITH LAXTON ST 120.00 FT THEN ON AN INT ANG OF 88 DEG 51 MIN RUN S-LY & PAR WITH DRIVER ST 40.00 FT THEN ON INT ANG OF 91 DEG 09 MIN RUN W-LY & PAR WITH LAXTON ST 120.00 FT TO BEG ALSO KNOWN AS 410 DRIVER ST PT LOTS 50-51-52 & 19 #SEC 42 T4S R1W #MP29 07 42 0 004 (29 07 42 0 004 152.XXX) 410 DRIVER ST

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022
Date lot was cut: //2023 Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	4,800	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Marjetha Jante
INSPECTOR

Gary Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: ALABAMA DEPT. OF REVENUE

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: P. O. BOX 327210

City, State, Zip: MONTGOMERY, AL 36132-7210

Group Number: 1633 Item # 19

Lot Description: LOT 29 BLK 9 MECHEM & SAGE 2ND ADD TO LAFARGUE PL DBK 121/511 #SEC 44 T4S R1W
#MP29 02 44 0 013 (29 02 44 0 013 347.XXX) 1258 MOBILE ST

Nuisance Date: 9/20/2022 Posting Date: 10/18/2022 Hearing Date: 10/25/2022

Date lot was cut: 2/9/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,000	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	3	\$ 7.00	\$ 21.00
Total Project Cost:				\$ 196.00

Shelly Dean

SECRETARY

Margaretta Davis

INSPECTOR

Raymond

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **NICHOLSON ROBBIE**
Address: **1608 FAY ST SW**
City, State, Zip: **DECATUR, AL 35601-2733**
Group Number: **1633** Item # **20**

Lot Description: **COMG AT SW COR OF CRENSHAW & SENATOR STS TH SLY ALG W/L OF CRENSHAW ST 660 FT TO POB OF PPTY HEREIN DESC TH CONT SLY ALG W/L OF CRENSHAW ST 98.23 FT TO PT TH WLY WITH INT ANG OF 74 DEG 34 MIN DIS OF 129.0 FT TO PT TH NLY & PAR TO CRENSHAW ST 61.43 FT TO PT TH ELY & PAR TO SENATOR ST 125 FT TO POB #SEC 29 T4S R1W #MP29 09 29 1 003 (29 09 29 1 003 041.01X) 628 CRENSHAW ST**

Nuisance Date: 9/20/2022 Posting Date: 1/10/1900 Hearing Date: 10/25/2022
Date lot was cut: //2023 Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,807	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Decun
SECRETARY

Margherita Jente
INSPECTOR

Fay Rokon
SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1633** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	0 Cases
Council District 2	William Carroll	0 Cases
Council District 3	C J Small	3 Cases
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Scott Jones	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Assess Cost for Weed Lien Group 1638

Effective Date of Contract:

2/22/2023

Funding Source

Project # Weed Lien Group 1638

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Weed Lien Group 1638	Backup Material	2/15/2023
resolution	Cover Memo	2/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
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Municipal Gauthier, Lana
Enforcement

Approved

2/15/2023 - 2:10
PM



MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator 

DATE: **February 16, 2023**

SUBJECT: **Weed Lien Group 1638 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1638**. Please place these on the City Council's Agenda for **Tuesday, February 21, 2023**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
Address: **P. O. BOX 91866**
City, State, Zip: **MOBILE, AL 36691-1866**
Group Number: **1638** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		164,925	\$ 0.0125	\$ 2,061.56
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	160	\$ 7.00	\$ 1,120.00
Total Project Cost:				\$ 3,231.56

Shelia Dean

SECRETARY

Marybetha J. J. J.

INSPECTOR

Issac Sampson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1050 GLENBROOK WAY STE 480**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Group Number: **1638** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		164,925	\$ 0.0125	\$ 2,061.56
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	160	\$ 7.00	\$ 1,120.00
Total Project Cost:				\$ 3,231.56

Shelcia Dean
SECRETARY

Margareth Jantz
INSPECTOR

Amy Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O STEVE FORDE

Address: **1040 LATIMER LN**

City, State, Zip: **HENDERSONVILLE, TN 37075**

Group Number: **1638** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040
DAUPHIN ISLAND PKWY**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023

Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	160	\$ 7.00	\$ 1,120.00
Total Project Cost:				\$ 3,231.56

Shosha Dean
SECRETARY

Maplethite Jonte
INSPECTOR

Issac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O STEVE FORDE

Address: **1204B MURRAY HILL CT**

City, State, Zip: **MOBILE, AL 36606**

Group Number: **1638** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	160	\$ 7.00	\$ 1,120.00
Total Project Cost:				\$ 3,231.56

Shelia Dean
SECRETARY
Margulita Smith
INSPECTOR
Issac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON

Address: **2101 AIRPORT BLVD**

City, State, Zip: **MOBILE, AL 36606**

Group Number: **1638** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		164,925	\$ 0.0125	\$ 2,061.56
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	160	\$ 7.00	\$ 1,120.00
Total Project Cost:				\$ 3,231.56

Shelia Dean
SECRETARY
Marabeth J. J. J.
INSPECTOR
Harry Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON
Address: **P. O. BOX 91866**
City, State, Zip: **MOBILE, AL 36691-1866**
Group Number: **1638** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	160	\$ 7.00	\$ 1,120.00
Total Project Cost:				\$ 3,231.56

Shelia Deau
SECRETARY

Margherita Insuli
INSPECTOR

Issac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O DANIEL HENDERSON

Address: **1056 SAINT MADAR ST**

City, State, Zip: **MOBILE, AL 36603-5742**

Group Number: **1638** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023

Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	160	\$ 7.00	\$ 1,120.00
Total Project Cost:				\$ 3,231.56

Shelia Dean
SECRETARY

Maqabeta J. J. J.
INSPECTOR

Issac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: JENNIFER FREELAND
Address: 720 RICHARDSON ST
City, State, Zip: CLARKSVILLE, TN 37040-3828
Group Number: 1638 Item # 1

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	160	\$ 7.00	\$ 1,120.00
Total Project Cost:				\$ 3,231.56

Shelia Dean
SECRETARY

Margaretta Taylor
INSPECTOR

Issac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **COMPLETE PLUMBING &
CONSTRUCTION**
Address: **P. O. BOX 2572**
City, State, Zip: **MOBILE, AL 36652**
Group Number: **1638** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040
DAUPHIN ISLAND PKWY**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	0	\$	125.0000	\$ -
Standard Rate	164,925	\$	0.0125	\$ 2,061.56
Administration Fee	Each 1	\$	50.00	\$ 50.00
Per Spare Tire	0	\$	3.00	\$ -
Debris Removal	Cubic Yard 160	\$	7.00	\$ 1,120.00
Total Project Cost:				\$ 3,231.56

Shelia Dean

SECRETARY

Marcella Jante

INSPECTOR

Fany Linton

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **HOUSING & URBAN
DEVELOPMENT**
Address: **950 22ND ST NORTH, SUITE 900**
City, State, Zip: **BIRMINGHAM, AL 35203-5302**
Group Number: **1638** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040
DAUPHIN ISLAND PKWY**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	160	\$ 7.00	\$ 1,120.00
Total Project Cost:				\$ 3,231.56

Shelia Deane

SECRETARY

Marchetta Jayte

INSPECTOR

Amy L. Lister

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
Address: **P. O. BOX 91866**
City, State, Zip: **MOBILE, AL 36691-1866**
Group Number: **1638** Item # **3**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		133,881	\$ 0.0125	\$ 1,673.51
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		11	\$ 3.00	\$ 33.00
Debris Removal	Cubic Yard	185	\$ 7.00	\$ 1,295.00
Total Project Cost:				\$ 3,051.51

Shelia Dean
SECRETARY

Marichetta Jute
INSPECTOR

Sam Latham
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1050 GLENBROOK WAY STE 480**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Group Number: **1638** Item # **3**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		133,881	\$ 0.0125	\$ 1,673.51
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		11	\$ 3.00	\$ 33.00
Debris Removal	Cubic Yard	185	\$ 7.00	\$ 1,295.00
Total Project Cost:				\$ 3,051.51

Shelia Dean
SECRETARY

Margherita Jente
INSPECTOR

Harry Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1040 LATIMER LN**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Group Number: **1638** Item # **3**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		133,881	\$ 0.0125	\$ 1,673.51
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		11	\$ 3.00	\$ 33.00
Debris Removal	Cubic Yard	185	\$ 7.00	\$ 1,295.00
Total Project Cost:				\$ 3,051.51

Shelia Dean

SECRETARY

Maplethorne Jonte

INSPECTOR

Harry Lachar

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
DANIEL HENDERSON
Address: **2101 AIRPORT BLVD**
City, State, Zip: **MOBILE, AL 36606**
Group Number: **1638** Item # **3**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		133,881	\$ 0.0125	\$ 1,673.51
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		11	\$ 3.00	\$ 33.00
Debris Removal	Cubic Yard	185	\$ 7.00	\$ 1,295.00
Total Project Cost:				\$ 3,051.51

Shelia Dean
SECRETARY

Marjetha Taylor
INSPECTOR

Harry L. Linder
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON
Address: **1017 OLD SHELL RD**
City, State, Zip: **MOBILE, AL 36604**
Group Number: **1638** Item # **3**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		133,881	\$ 0.0125	\$ 1,673.51
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		11	\$ 3.00	\$ 33.00
Debris Removal	Cubic Yard	185	\$ 7.00	\$ 1,295.00
Total Project Cost:				\$ 3,051.51

Shelia Dean
SECRETARY

Marichetta Tate
INSPECTOR

Amy L. L. L.
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **HOUSING & URBAN DEVELOPMENT**
Address: **950 22ND ST NORTH, SUITE 900**
City, State, Zip: **BIRMINGHAM, AL 35203-5302**
Group Number: **1638** Item # **3**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		133,881	\$ 0.0125	\$ 1,673.51
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		11	\$ 3.00	\$ 33.00
Debris Removal	Cubic Yard	185	\$ 7.00	\$ 1,295.00
Total Project Cost:				\$ 3,051.51

Shelia Dear
SECRETARY

Margaretta J. J. J.
INSPECTOR

Samuel Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
 Address: **P. O. BOX 91866**
 City, State, Zip: **MOBILE, AL 36691-1866**
 Group Number: **1638** Item # **4**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
WOODLAWN DR W

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
 Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		186,331	\$ 0.0125	\$ 2,329.14
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		8	\$ 3.00	\$ 24.00
Debris Removal	Cubic Yard	200	\$ 7.00	\$ 1,400.00
Total Project Cost:				\$ 3,803.14

Shelia A. Dear
 SECRETARY

Margaretta J. Tate
 INSPECTOR

Harry L. Tucker
 SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1050 GLENBROOK WAY STE 480**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Group Number: **1638** Item # **4**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050 WOODLAWN DR W**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		8	\$ 3.00	\$ 24.00
Debris Removal	Cubic Yard	200	\$ 7.00	\$ 1,400.00
Total Project Cost:				\$ 3,803.14

Sheela Dean

SECRETARY

Margaretta J. Tate

INSPECTOR

Anthony [Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1040 LATIMER LN**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Group Number: **1638** Item # **4**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
WOODLAWN DR W

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		8	\$ 3.00	\$ 24.00
Debris Removal	Cubic Yard	200	\$ 7.00	\$ 1,400.00
Total Project Cost:				\$ 3,803.14

Shelia Dear
SECRETARY
Margherita Tate
INSPECTOR
Amy Tuckman
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1240B MURRAY HILL CT**
City, State, Zip: **MOBILE, AL 36606**
Group Number: **1638** Item # **4**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
WOODLAWN DR W

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		186,331	\$ 0.0125	\$ 2,329.14
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		8	\$ 3.00	\$ 24.00
Debris Removal	Cubic Yard	200	\$ 7.00	\$ 1,400.00
Total Project Cost:				\$ 3,803.14

Shelia Dean

SECRETARY

Margherita J. Tate

INSPECTOR

Amy Parker

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
DANIEL HENDERSON
Address: **2101 AIRPORT BLVD**
City, State, Zip: **MOBILE, AL 36606**
Group Number: **1638** Item # **4**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
WOODLAWN DR W

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		8	\$ 3.00	\$ 24.00
Debris Removal	Cubic Yard	200	\$ 7.00	\$ 1,400.00
Total Project Cost:				\$ 3,803.14

Shelia Dean
SECRETARY

Maribelta J. J. J.
INSPECTOR

James J. J.
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
DANIEL HENDERSON
Address: **1056 SAINT MADAR ST**
City, State, Zip: **MOBILE, AL 36603-5792**
Group Number: **1638** Item # **4**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
WOODLAWN DR W

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		8	\$ 3.00	\$ 24.00
Debris Removal	Cubic Yard	200	\$ 7.00	\$ 1,400.00
Total Project Cost:				\$ 3,803.14

Shelia Dean
SECRETARY

Marquette Tate
INSPECTOR

Andy Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
Address: **P. O. BOX 91866**
City, State, Zip: **MOBILE, AL 36691-1866**
Group Number: **1638** Item # **4**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050 WOODLAWN DR W**

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		8	\$ 3.00	\$ 24.00
Debris Removal	Cubic Yard	200	\$ 7.00	\$ 1,400.00
Total Project Cost:				\$ 3,803.14

Shelia Dear
SECRETARY

Marjette Wade
INSPECTOR

Amy Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **MOBILE COUNTY REVENUE**
Address: **3925 MICHAEL BLVD STE G**
City, State, Zip: **MOBILE, AL 36609**
Group Number: **1638** Item # **4**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
WOODLAWN DR W

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		186,331	\$ 0.0125	\$ 2,329.14
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		8	\$ 3.00	\$ 24.00
Debris Removal	Cubic Yard	200	\$ 7.00	\$ 1,400.00
Total Project Cost:				\$ 3,803.14

Shelia Dean
SECRETARY

Alphonse J. Tate
INSPECTOR

Issac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 16, 2023

Lot Owner: **HOUSING & URBAN DEVELOPMENT**
Address: **950 22ND ST NORTH, SUITE 900**
City, State, Zip: **BIRMINGHAM, AL 35203-5302**
Group Number: **1638** Item # **4**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
WOODLAWN DR W

Nuisance Date: 11/29/2022 Posting Date: 12/27/2022 Hearing Date: 1/3/2023
Date lot was cut: 2/7/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		186,331	\$ 0.0125	\$ 2,329.14
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		8	\$ 3.00	\$ 24.00
Debris Removal	Cubic Yard	200	\$ 7.00	\$ 1,400.00
Total Project Cost:				\$ 3,803.14

Shelia Dean
SECRETARY

Marichetta Jente
INSPECTOR

Issac Sampson
SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1638** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1 Cory Penn 2 Cases
Council District 2 William Carroll 7 Cases
Council District 3 C J Small 0 Cases
Council District 4 Ben Reynolds 2 Cases
Council District 5 Joel Daves 5 Cases
Council District 6 Scott Jones 0 Cases
Council District 7 Gina Gregory 3 Cases

Purpose and Scope of Project:

Assess Cost for Repeat Weed Lien 57

Effective Date of Contract:

2/22/2023

Funding Source

Project # Repeat Weed Lien 57

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Repeat Weed Lien 57	Backup Material	2/15/2023
resolution	Cover Memo	2/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
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Municipal Gauthier, Lana
Enforcement

Approved

2/15/2023 - 2:12
PM



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office
FROM: Gary Jackson, Program Coordinator
DATE: February 16, 2022
SUBJECT: Repeat Weed Lien Invoices G-57

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 57. Please place these on the City Council's Agenda for February 22, 2023.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		REPEAT WEED LIEN							
		GROUP 57						Res. No.	
8/9/2022		1st REPEAT WEED LIEN LETTERS SENT						11-058	
2/21/2023		REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST							
			Old	New	Initial	Times	Amount	CBD	
Item		Dis	SRO/Case	Case #		cut within	Assessed	CBO	
No.									
1	718 Johnston Ave	2	28515	20483	9/8/2020	3	\$ 475.00		
2	718 Bankhead Pl	5	19336	20484	2/9/2021	1	\$ 275.00		
3	5327 Colonial Oaks Dr N	7	27909	20486	9/28/2021	1	\$ 50.00	CBO	
4	716 Shannon St	5	27945	20487	2/9/2021	2	\$ 414.65		
5	708 Louise Dr W	5	27916	20488	10/19/2021	1	\$ 275.00		
6	2665 Murrell Lane	1	27299	20489	10/13/2020	1	\$ 275.00		
7	209 Lexington Ave	2	14205	20490	10/5/2021	1	\$ 278.00		
8	565 Marcus Dr	5	17875	20491	2/16/2021	1	\$ 611.00		
9	566 Belsaw Ave	2	27609	20492	7/20/2021	1	\$ 50.00	CBO	
10	1101 Chinquapin St	2	18985	20493	11/10/2020	2	\$ 375.00		
11	301 Laurel Dr	2	28021	20494	6/29/2021	1	\$ 275.00		
12	2304 Burma Hill Ct	4	28859	20495	10/13/2020	1	\$ 330.98		
13	1611 Cortez Dr	4	27857	20496	8/17/2021	1	\$ -	CBD	
14	1401 Center St	2	10153	20497	10/8/2019	1	\$ 287.00		
15	1158 Newman Lane	2	28030	20498	1/26/2021	1	\$ 275.00		
16	177 Winston Ave	5	28210	20499	1/14/2020	1	\$ 298.54		
17	175 W I-65 Service Rd F/k/a 3210 Zimlich Ave	7	19979	20502	12/17/2019	1	\$ 628.38		
18	1214 Satchell St	1	28397	20511	10/13/2020	2	\$ 375.00		
19	7161 10th Street	7	19183	20527	12/17/2019	1	\$ 275.00		
							\$ 5,823.55		
District total for this group			Numbers of lots cut						
1	2		1	2					
2	7		2	6					
3	0		3	0					
4	2		4	1					
5	5		5	5					
6	0		6	0					
7	3		7	2					
	19			16					
*CBO Cut By Owner			*CBC Cut By Contractor						
*N/A Taken out by Inspector			*UDL Undeveloped Lot						
*ADD Added in from other Groups			*Fka Formerly known as						

Any fuction 2/15/22
Marchetta Auto 2/15/22



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 16, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **57** Item # **1**

Lot Description: **LOT H RESUB LOTS 19-24 BLK 22 BON AIR DBK 156/530 #SEC 02 T5S R3W #MP34 01 02 0 001 (29 10 28 3 003 052.XXX) 718 JOHNSTON AVE**

Nuisance Date: **8/9/2022**
Date lot was cut: **2/6/2023** Contractor: Mr. Chris Taylor

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,025	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 475.00

Shelia Dean

CLERK

Marshella J. Jule

INSPECTOR

Harry Parker

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 16, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **57** Item # **2**

Lot Description: **LOT 9 BANKHEAD PL MBK 6 PG 515 #SEC 29 T4S R1W #MP29 09 29 4 002 (29 09 29 4 002 013.XXX) 718 BANKHEAD PL**

Nuisance Date: **8/9/2022**
Date lot was cut: **2/6/2023** Contractor: Mr. Chris Taylor

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,265	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia Dean

CLERK

Mapchella Jante

INSPECTOR

Army Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 16, 2023

Lot Owner: **SECRETARY OF VETERAN'S AFFAIRS,
AN OFFICER OF THE UNITED STATES**
Address: **3401 WEST END AVE, # 760W**
City, State, Zip: **NASHVILLE, TN 37203**
Repeat Group Number: **57** Item # **3**

Lot Description: **LOT 7 BLK 5 FOREST HIGHLANDS MBK 5 P 623 #SEC 3 T4S R2W #MP28 02 03 2 002 (28
02 03 2 002 009.XXX) 5327 COLONIAL OAKS DR N**

Nuisance Date: **8/9/2022**
Date lot was cut: **//20212** Contractor:

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft 14,137		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean

CLERK

Margherita Dante

INSPECTOR

Amy Zucker

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 16, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **57** Item # **4**

Lot Description: **LOT 55 SHANNON HEIGHTS LESS W 20 FT MBK 3/307 #SEC 29 T4S R1W #MP29 09 29 3 002 (29 09 29 3 002 059.XXX) 716 SHANNON ST**

Nuisance Date: **8/9/2022**
Date lot was cut: **2/6/2023** Contractor: Mr. Chris Taylor

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		13,172	\$ 0.0125	\$ 164.65
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 414.65

Shelia Decur

CLERK

Malchitta Jante

INSPECTOR

Sam Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 16, 2023

Lot Owner: **PALMORE JUSTINA**
Address: **708 LOUISE DR W**
City, State, Zip: **MOBILE, AL 36606**
Repeat Group Number: **57** Item # **5**

Lot Description: **LOT 24 PLEASANT VALLEY HOMES 1ST UNIT MBK 5/551 #SEC 51 T4S R1W #MP29 09 51 0 004 (29 09 51 0 004 069.XXX) 708 LOUISE DR W**

Nuisance Date: **8/9/2022**
Date lot was cut: **2/6/2023** Contractor: Mr. Chris Taylor

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,127	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia Dean

CLERK

Mapchella Jante
INSPECTOR
Andy Lusk
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 16, 2023

Lot Owner: **KZZ INVESTMENTS LLC**

Address: **18211 HOLLY BEND DR**

City, State, Zip: **HOUSTON, TX 77084**

Repeat Group Number: **57** Item # **6**

Lot Description: **W 1/2 OF LOT 4 SUB OF LOT 6 BLK 8 MURRELL TRT DBK 135 P 19 #SEC 23 T4S R1W
#MP29 07 23 0 002 (29 07 23 0 002 077.XXX) 2665 MURRELL LN**

Nuisance Date: **8/9/2022**

Date lot was cut: **2/6/2023** Contractor: Mr. Chris Taylor

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,631	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$ -
Total Project Cost:				\$ 275.00

Shelia Dean

CLERK

Margherita Jante

INSPECTOR

Harry Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

February 16, 2023

Lot Owner: **JAVIER AGUSTIN - ESCAMILLA
& ALICIA T DE JAVIER**

Address: **6501 HARDING ST**

City, State, Zip: **HOLLYWOOD, FL 33024-4004**

Repeat Group Number: **57** Item # **7**

Lot Description: **THE N PART OF LOT 37 BLK 1 DBK 70 N.S. P 126 MORE DESC AS FOLL THE N PART OF LOT 37 BLK 1 COMM AT THE XW COR OF ST STEPHENS RD & LEXINGTON AVE & RUN TH WLY ALG THE S/L OF ST.STEPHENS RD 115.8 FT TO A PT TH SLY ALG THE E/L OF PPTY NOW OR FORMERLY OF MRS.SWAIN 34.4 FT TO THE N LINE OF THE LOT OF AMIE I. I.EDEN TH ELY ALG SAID LINE TO THE W LINE OF LEXINGTON AVE AT A PT DIS 30 FT N OF LOT 36 OF SAID BLK 1 & TH NLY ALG THE W/L OF LEXINGTON AVE TO THE PLACE OF BEG BEING THE SAME PPTY CONVEYED TO KIRK WILSON BY JAMES MUNRO & WIFE BY DBK 126 N.S. P 493-4 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 159.XXX) 209 LEXINGTON AVE**

Nuisance Date: **8/9/2022**

Date lot was cut: **2/6/2023** Contractor: Mr. Chris Taylor

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,267	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		1	\$ 3.00	\$ 3.00
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 278.00

Shelia Dean

SECRETARY

Marietta State
INSPECTOR

Harry Taylor
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 16, 2023

Lot Owner: **COLE ROBERT III**
Address: **4365 WOODRUFF DR**
City, State, Zip: **EIGHT MILE, AL 36613**
Repeat Group Number: **57** Item # **8**

Lot Description: **LOT 18 MONTCLIFF UNIT 4 MBK 15 PG 60 #SEC 36 T4S R2W #MP28 07 36 2 000 (28 07 36 2 000 051.XXX) 565 MARCUS DR**

Nuisance Date: **8/9/2022**
Date lot was cut: **2/6/2023** Contractor: Mr. Chris Taylor

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,378	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	48	\$ 7.00	\$ 336.00
Total Project Cost:				\$ 611.00

Shelia Dean

SECRETARY

Michelle J. Jantz

INSPECTOR

Angela Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

February 16, 2023

Lot Owner: **MADISON JORDAN & MARZELLA**

Address: **856 COUNTY RD 43**

City, State, Zip: **CAMDEN, AL 36726-3919**

Repeat Group Number: **57** Item # **9**

Lot Description: **LOTS 54 & 55 BLK 4 DIXIE PARK MBK 3 P 273 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 216.XXX) 566 BELSAW AVE**

Nuisance Date: **8/9/2022**

Date lot was cut: **//20212** Contractor:

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,855	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean

SECRETARY

Margaretta J. J. J. J.

INSPECTOR

Gary Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

February 16, 2023

Lot Owner: **PEPPERS CLARDIA**
Address: **2963 NORTHWEST DR**
City, State, Zip: **MOBILE, AL 36607**
Repeat Group Number: **57** Item # **10**

Lot Description: **LOT 15 SQR 31 OF FISHER TRACT DBK 137/1 BEG AT PT ON S/S OF CHIN QUEPIN ST DIS OF 150 FT E FROM SE COR OF MAPLE & CHINQUEPIN ST HAVING FRONT OF 50 FT TOGETHER WITH A DEPTH OF 160 FT USED AS SINGLE FAMILY RES #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 077.XXX) 1101 CHINQUEPIN ST**

Nuisance Date: **8/9/2022**
Date lot was cut: **2/6/2023** Contractor: Mr. Chris Taylor

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,760	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelia Dean

SECRETARY

Mapchetta Jante

INSPECTOR

Amy Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

February 16, 2023

Lot Owner: **KINGSIZE ENTERPRISES INC**
Address: **1853 ROSEWOOD RD**
City, State, Zip: **DECATUR, GA 30032-7014**
Repeat Group Number: **57** Item # **11**

Lot Description: **LOTS 52 & 53 BLK 4 HARTWELL PLACE MBK 3/315 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 267.XXX) 301 LAUREL DR**

Nuisance Date: **8/9/2022**
Date lot was cut: **2/6/2023** Contractor: Mr. Chris Taylor

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,017	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia Dean

SECRETARY

Margaretta Taylor

INSPECTOR

Gregory R. R. R.

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

February 16, 2023

Lot Owner: **LUDVIGSEN STIG MICHAEL**
& LISE-LOTTE LUDVIGSEN
Address: **9811 TURNER LANE**
City, State, Zip: **FAIRHOPE, AL 36532-0010**
Repeat Group Number: **57** Item # **12**

Lot Description: **LOT 60 OAKLEIGH WOODS SUB UNIT 2 MBK 18 PG 28 #SEC 02 T5S R2W #MP33 01 02 2 003 (33 01 02 2 003 058.XXX) 2304 BURMA HILLS CT**

Nuisance Date: **8/9/2022**
Date lot was cut: **2/6/2023** Contractor: Mr. Chris Taylor

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		14,478	\$ 0.0125	\$ 180.98
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 330.98

Shelia Dean

SECRETARY

Marichetta Taylor
INSPECTOR

Angela Taylor
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

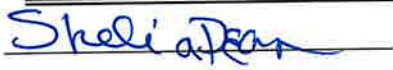
Repeat Lot Cleaning Invoice
February 16, 2023

Lot Owner: **WRIGHT WILLIE MAE**
C/O JANICE WRIGHT FEURTADO
Address: **2354 NORTHERN OAK DR**
City, State, Zip: **BRASELTON, GA 30517**
Repeat Group Number: **57** Item # **14**

Lot Description: **LOTS 1 & 2 HEATHS FIRST ADD TO MOBILE MBK 2/44 #SEC 25 T4S R1W #MP29 07 25 005 (29 07 25 0 005 230.XXX) 1401 CENTER ST**

Nuisance Date: **8/9/2022**
Date lot was cut: **2/6/2023** Contractor: Mr. Chris Taylor

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,764	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		4	\$ 3.00	\$ 12.00
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 287.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

February 16, 2023

Lot Owner: **GOWDY JOHNNY & LOUVENIA**

Address: **2428 WYNNDIKE CIRCLE**

City, State, Zip: **JACKSON, MS 39209**

Repeat Group Number: **57** Item # **15**

Lot Description: **LOT 67 BATTOTTI PLACE DBK 93 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019
(22 08 44 0 019 104.XXX) 1158 NEWMAN ST**

Nuisance Date: **8/9/2022**

Date lot was cut: **2/6/2023** Contractor: Mr. Chris Taylor

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,265	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia Dean

SECRETARY

Ngachetta Jante

INSPECTOR

Fary Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 16, 2023

Lot Owner: **MUSUNGU JEAN KAYIMBI**
Address: **3101 RALSTON RD**
City, State, Zip: **MOBILE, AL 36606-5025**
Repeat Group Number: **57** Item # **16**

Lot Description: **LOT 14 OF BLK O WESTLAWN SUB REC IN MBK 4 P 516 (177 WINSTON AVE) #SEC 19
T4S R1W #MP29 08 19 3 001 (29 08 19 3 001 090.XXX) 177 WINSTON AVE**

Nuisance Date: **8/9/2022**
Date lot was cut: **2/6/2023** Contractor: Mr. Chris Taylor

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		11,883	\$ 0.0125	\$ 148.54
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 298.54

Shelia Dean

SECRETARY

Moh Chittas Jule

INSPECTOR

Amy Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 16, 2023

Lot Owner: **JGL PROPERTIES LLC**
Address: **27375 E. BEACH BLVD**
City, State, Zip: **ORANGE BEACH, AL 36561**
Repeat Group Number: **57** Item # **17**

Lot Description: **LOT A JGL SQUARE SUBDIVISION MBK 119 PG 125 (28 06 37 4 000 013.XXX) 175 W I-65 SERVICE RD f/k/a 3210 ZIMLICH AVE**

Nuisance Date: **8/9/2022**
Date lot was cut: **2/6/2023** Contractor: Mr. Chris Taylor

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		38,270	\$ 0.0125	\$ 478.38
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 628.38

Shelia Dean

SECRETARY

Mark Helton

INSPECTOR

Ray Johnson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 16, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **57** Item # **18**

Lot Description: **LOT 23 BLK 10 MECHEM & SAGES 2ND SUB OF LAFARGUE PLACE DBK 121/511 #SEC 44**
T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 364.XXX) 1214 SATCHEL ST

Nuisance Date: 8/9/2022
Date lot was cut: 2/6/2023 Contractor: Mr. Chris Taylor

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,715	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelly Tice

SECRETARY

Margaretta Tate
INSPECTOR

James L. Lorton
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 16, 2023

Lot Owner: **ROBINSON ALBERTA**
Address: **116 AUGUSTA COURT**
City, State, Zip: **FAIRHOPE, AL 36532**
Repeat Group Number: **57** Item # **19**

Lot Description: **LOTS 47-50 BLK 20 MOBILE TERRACE SUB DBK 156 P 540 #SEC 18 T4S R2W #MP28 04 18 1 003 (28 04 18 1 003 050.XXX) 7161 10TH ST**

Nuisance Date: **8/9/2022**
Date lot was cut: **2/6/2023** Contractor: Mr. Chris Taylor

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,974	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia Dean

SECRETARY

Maple Lake Int

INSPECTOR

Andy Jackson

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 57** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Chief Paul Prine, MPD

Sponsored by:

Mayor Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Watson

Cover Memo

2/15/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/15/2023 - 3:39 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: February 22, 2023
Date

Item No. _____

Submitted by: Mobile Police Department
Department

Paul O. Prine
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a \$500 award.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$500.00

FUNDING SOURCE:

Budget Item: _____

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: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

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:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the following employee:

January 2023: Officer Sanchez Watson

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Officer Sanchez Watson

Throughout the month of January, Officer Watson demonstrated a high caliber of professionalism conducting numerous traffic stops at crime scenes and attempting to located critical evidence and witnesses that would otherwise be lost or left at the scene. Several of Officer Watson stops and field investigations yielded several felonies and misdemeanor arrests on warrants and contraband, which includes several weapons.

Officer Sanchez Watson demonstrated excellence in his overall performance throughout the month of January 2023. He responded to 133 calls for service, 102 backings, made 3 felony arrests; 13 misdemeanor arrests; issued 3 traffic citations and 8 municipal alarm tickets. Officer Watson, once cleared from his assigned calls volunteered for calls pending for service; so, he could be available and offer his assistance, throughout the First Precinct area and back his fellow squad members.

Officer Watson has been able to handle himself very well without any assistance from his fellow squad members and supervisor's. His calm and mature demeanor when dealing with the public on calls routinely results in citizens opening up to him and trusting his knowledge of the job. He also assists other officers with the high volume calls for service.

We recommend that Officer Watson be selected to represent each member of the Mobile Police Department, as the Officer of the Month for January 2023. This award is presented on behalf of all the citizens to Officer Sanchez Watson as Officer of the Month for January 2023, with our sincere thanks.



C.J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile


Paul O. Prine
Chief of Police, Mobile Police Department



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

Jeremy P. Lami, Fire Chief

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:

500.00

Funding Source

Project #

Project String 1100-1100-49320

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
FFOM Documentation	Backup Material	2/16/2023

REVIEWERS:

Department Reviewer	Action	Date
Fire Rescue Gauthier, Lana	Approved	2/16/2023 - 11:02 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the following employee(s):

Fire Service Captain Stacy L. Everson (Emp #14966)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO PURCHASE 115 MAGNETS

Amount of Contract:

\$230.00

Funding Source

Project # DSC-07 - 10041020-42080

Discretionary Funds DSC-07

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	2/17/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/16/2023 - 12:29 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate \$280.00 to Bienville Souvenir & Gifts, from her discretionary funds; and*

WHEREAS, *Bienville Souvenir & Gifts*, 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 *Bienville Souvenir & Gifts*, *will be used to assist with the purchase of 115 magnets*, 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 \$280.00 to Bienville Souvenir & Gifts, 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:2/22/2023

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

Project String 2000.2000.48020

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

Grant Funds

Discretionary Funds

Contract Number:4327

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

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



**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 ENGINEER - 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 of 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

My Commission Expires: 01/22/2025

EXHIBIT A: PROJECT LOCATION

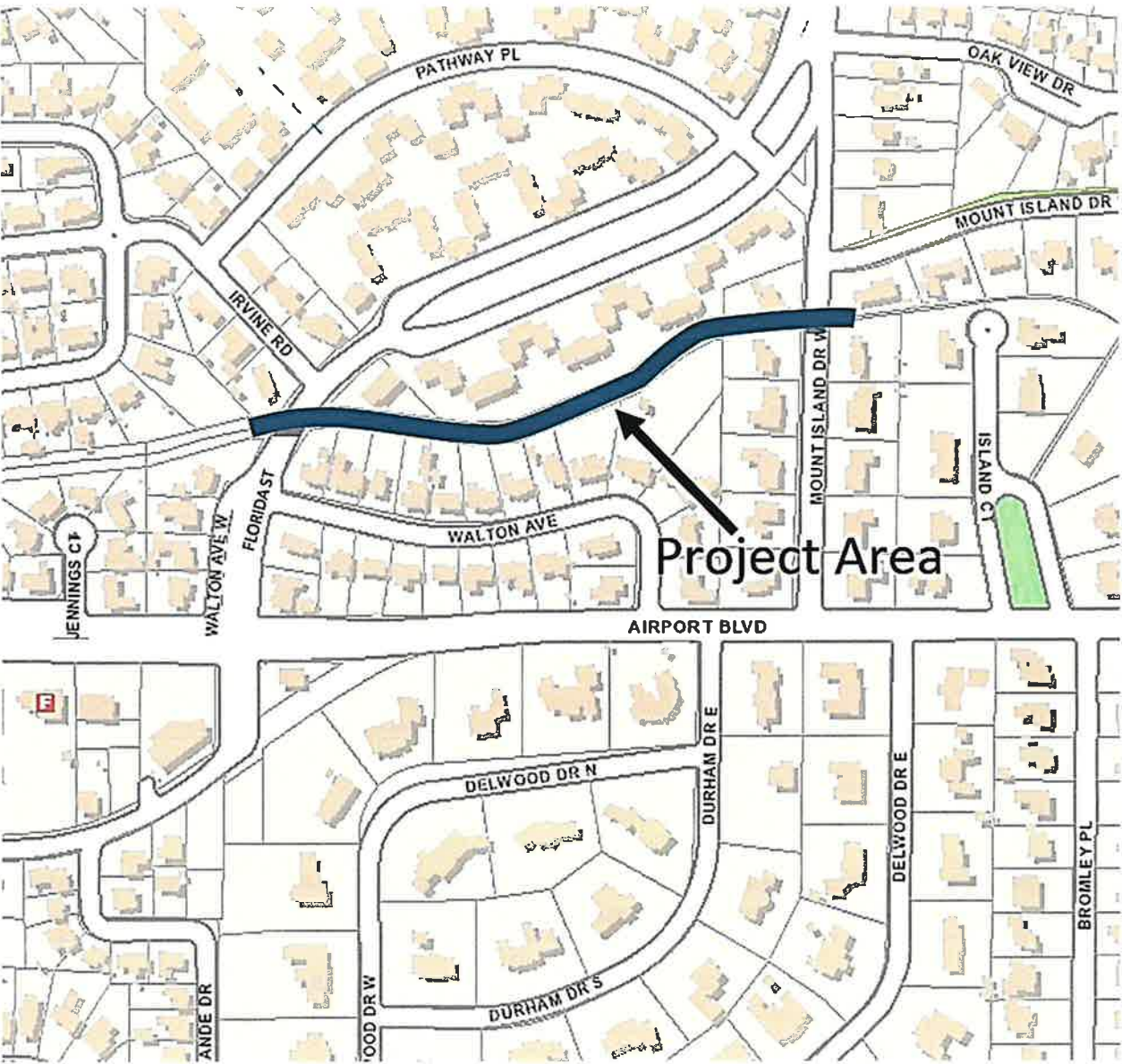


EXHIBIT B: PROJECT ESTIMATE

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

<u>Base Contract Amount</u>	<u>\$ 185,843.15</u>
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Additional Services (If requested in writing by the City Engineer).....	\$ 5,000.00
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<u>Total Contract Amount including Additional Services</u>	<u>\$ 190,843.15</u>
---	-----------------------------

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 Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:																			
INSURED Michael Baker International, Inc. 11 N. Water Street, Suite 14290 Mobile AL 36602 USA		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B:</td><td>American Guarantee & Liability Ins Co</td><td>26247</td></tr><tr><td>INSURER C:</td><td>Allied World Surplus Lines Insurance Co</td><td>24319</td></tr><tr><td>INSURER D:</td><td>Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		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:		
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:																					

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER			GLO419728101	08/30/2022	08/30/2023	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
							SIR/Deductible	\$250,000
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAP4197284-01	08/30/2022	08/30/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Deductible	\$100,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			AUC053258204	08/30/2022	08/30/2023	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC419728201 AOS WC419728501 WI	08/30/2022	08/30/2023	☒ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$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 <i>Aon Risk Services Central Inc</i>
---	--

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Holder Identifier :

570097637728
Certificate No :

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.



ZURICH[®]

Additional Insured – Automatic – Owners, Lessees Or Contractors

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,

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.

- 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:

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.

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.



Blanket Notification to Others of Cancellation or Non-Renewal

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 contract 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.



ZURICH

Blanket Notification to Others of Cancellation or Non-Renewal

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 contract 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.

- 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.

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

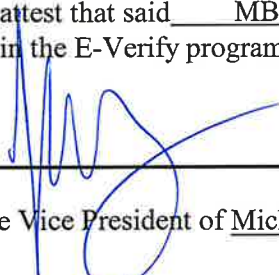
Before me, a Notary public, personally appeared Jeffrey D. May (affiant) who,
being duly sworn says as follows:

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.

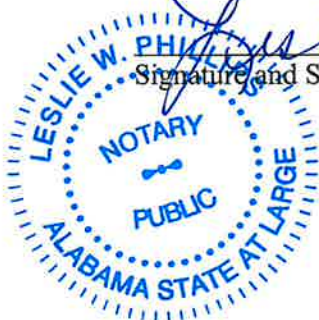
I further attest that said MBI is enrolled in the E-Verify program. The Company ID
Number in the E-Verify program is as follows: 19959 .

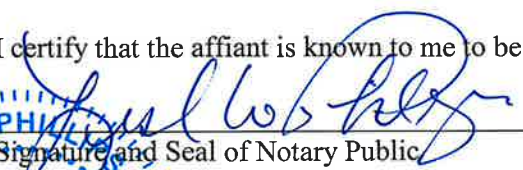


Associate Vice President of Michael Baker International, Inc.

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.





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:2/22/2023

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

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual-cost.*

RESOLUTION

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
<u>5723</u>	2023	(2060) TRAFFIC ENGINEERING	50 COOPER NAVION LED STREET LIGHT FIXTURES FOR TRAFFIC ENGINEERING (SEALED BID 5656)	\$27,481.00	<u>(075199)</u> <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005723-00 FY 2023 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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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			

001 AS PER MY BID 5656 AND YOUR BID RESPONSE 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

BID SHEET

This is Not an Order

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

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

This bid must be received and stamped by the Purchasing office not later than: 11:30 AM, Wednesday, March 16, 2022

487

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.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	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.



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:2/22/2023

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

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual-cost.*

RESOLUTION

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
<u>5586</u>	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	<u>(272932) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005586-00 FY 2023 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG
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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	1272932				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
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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

1	1000.40.20.2070.2086.2070.0000.0000.44020.			12634.62
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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
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005586-00 FY 2023 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG
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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
1	No: 6027449 Manufacturer Part No: CDW2000IPDUCAD36D Manufacturer Name: Safeware Supplier Quote No: 37171 NIGP: UNSPSC: 43000000 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 ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005586-00 FY 2023 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To 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
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: 9105fo1a
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: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
=====	=====

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
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	Vendor	Date	Ship		
Ordered	Number	Required	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



Rachel Laurie Riddle
Chief Examiner

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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.

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,

A handwritten signature in blue ink, appearing to read "R. Laurie Riddle", is written over the printed name.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

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

Project String 2010.2010

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

Grant Funds

Discretionary Funds

Contract Number:

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
Mayors
Office

Kern, Chris
Montgomery, Brandi

Approved
Approved

PM
2/16/2023 - 2:17
PM

RESOLUTION

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:2/22/2023

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



MOBILE

Professional Services Contract City of 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



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 9th 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:2/22/2023

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.

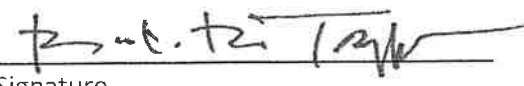
OWNER: City of Mobile

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

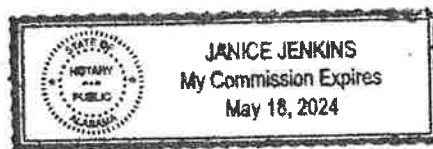
City Clerk

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.


NOTARY PUBLIC My Commission Expires:





November 22, 2022

ARCHITECTURE
PLANNING
INTERIOR DESIGN

Mr. Gregg Blaize
Facility Maintenance Director
City of Mobile

VIA-email

Re: MCC Kitchen Flooring Replacement – Proposal

David M. Barr, AIA
R. Ronald Taylor, AIA
Daniel J. Borcicky, AIA
Robert M. Krchak, AIA, LEED AP
Tom Kelly, CFM/LEED AP

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	<u>\$ 450</u>
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

The Architects Group/Inc.

710 Downtowner Blvd.
Mobile, Alabama 36609
Phone 251 343 1811
FAX 251-343-1834
www.tagarchitects.net

RMK/jdj



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



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



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	Fax Number:	(251) 343 - 1834
Telephone Number:	(251) 343 - 1811		
E-mail Address:	csparks@tagarchitects.net		
Name:	David M Barr	Fax Number:	(251) 343 - 1834
Telephone Number:	(251) 343 - 1811		
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

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

License#: 2081754
ARCHGRO-02

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			2099909862	3/6/2022	3/6/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6024955204	3/6/2022	3/6/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			5093399737	3/6/2022	3/6/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	P102415AL2023 PTAL129001	1/1/2023 1/1/2023	1/1/2024 1/1/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 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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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED 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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2023

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

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 Owner and Architect agree as follows.

Init.

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User Notes: (1366315598)

1

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).

§ 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:

.2

(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.

(Paragraph deleted)

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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

- 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.

§ 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.

§ 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.

§ 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
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.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)	

§ 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.

Init.

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 I
 - 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 ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

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

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contact-Consultant:
Cummings Architecture Corporation

OWNER (Signature)

William S. Stimpson, Mayor
(Printed name and title)

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

Init.

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User Notes: (1366315598)

24



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



- 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:	<u>\$ 500</u> (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.



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:

A handwritten signature in black ink, appearing to read 'Benjamin P. Cummings'.

Signature: _____
Benjamin P. Cummings

Date: January 16, 2023

(This is a three-page document.)



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



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.



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: _____
Benjamin P. Cummings

Date: January 16, 2023

(This is a three-page document.)



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](#)



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)



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 mgr.
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

INSURED
Cummings Architecture Corporation
1 Houston Street
Mobile AL 36606

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:	

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	1ABPAL05132211900	6/14/2022	6/14/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			1ABPAL05132211900	6/14/2022	6/14/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	88798N220ALI	6/14/2022	6/14/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	60020230683200 3FF3824	1/1/2023 1/1/2023	12/31/2023 12/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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:2/22/2023

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,

A handwritten signature in black ink, appearing to read 'Shonnda Smith'.

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:2/22/2023

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
Mayors
Office

Kern, Chris
Montgomery, Brandi

Approved
Approved

10:04 AM
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