AGENDA
MOBILE CITY COUNCIL MEETING

Wednesday, February 14, 2024, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **COMMUNICATIONS FROM THE MAYOR**
7. **ADOPTION OF THE AGENDA**
8. **APPEALS**

   Request of Brieyanna Cotten for a waiver of the Noise Ordinance at 3370 Sheringham Drive on February 17, 2024, from 10:00 a.m. - 10:00 p.m. (District 5).

   Request of Margaret Olive for the Port City Pacers at Mardi Gras Park on March 23, 2024, from 5:30 a.m. - 12:00 p.m. (District 2).

   Request of Shane Prickett for a waiver of the Noise Ordinance at 2301 Airport Boulevard on March 30, 2024, from 7:00 p.m. - 10:00 p.m. (District 5).

   Request of Kelli Curry for a waiver of the Noise Ordinance at Arlington Park on May 8, 2024, from 11:00 a.m. - 2:00 p.m. (District 3).

   Request of Branden Bates for a waiver of the Noise Ordinance at Medal of Honor Park on May 25, 2024, from 8:00 a.m. - 10:00 a.m. (District 6).

9. **PUBLIC HEARINGS**

   Public hearing to consider modification of a previously approved Planned Unit Development for property located at 5041 Rangeline Crossing Drive (District 4).

   Public hearing to consider modification of a previously approved Planned Unit

Development for property located at 3220 Airport Boulevard (District 5).

Public hearing to consider the application of Roosevelt Robertson to operate a shuttle service.

Public hearing to consider the application of Mountain Taxi, LLC, d/b/a Sunset Taxi, to operate a taxi service.

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

David Whitlock - Comments about prostitution in the hotels on Airport Boulevard.

Nija Hill - Comments about gun violence in Mobile.

Sabrina Mass - Express her support and requesting that tax payers money go to Nija Hill for Mothers Involved Against Gun Violence.

Pastor Valenia Green - Citizens' participation and recognition in the community.

11. ORDINANCES HELD OVER

64-011 Consider approval of a Conditional Use Permit to allow a home-based day care for property located at 1016 Belvedere Circle, East (sponsored by Councilmember Small).

64-014 Consider modification of a previously approved Planning Approval for property located at 3650, 3704, 3708, and 3758 Spring Hill Avenue (sponsored by Councilmember Gregory).

64-015 Consider modification of a previously approved Planned Unit Development for property located at 3650, 3704, 3708, and 3758 Spring Hill Avenue (sponsored by Councilmember Gregory).

12. CONSENT RESOLUTIONS HELD OVER

37-085 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Dauphin Citgo; 811 Dauphin Island Parkway (sponsored by Councilmember Small).

40-128 Declare the structure at 605 Gayle Street a public nuisance and order it demolished/secured (sponsored by Councilmember Carroll).

13. RESOLUTIONS HELD OVER

21-075 Authorize contract with Ketom Construction Co., Inc., d/b/a Southern Preservation Systems, for emergency repair and remidiation of brick wall at the Civic Center; NTE $286,804.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-120 Adopt the Community & Housing Development CDBG, HOME, and ESG 2024-25 Action Plans (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by James Roberts, Neighborhood Development Dept.).

60-121 Adopt an additional public service provider to the CDBG 2024-25 Action Plan-Boys and Girls Club (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development Dept.).

03-135 Appoint Richard Pipkins and George Hunter to the Industrial Development Board (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-136 Approve purchase order to Cart Dr., LLC for 2 Yamaha Utility Vehicles for Tennis Center; $27,860.20 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-137 Approve purchase order to Citisco, LLC for 30 heated banquet cabinets for the Convention Center; $137,610.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-138 Approve purchase order to Global Industries, Inc. for 6 office cubicle workstations for Accounting Dept.; $25,987.85 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-139 Approve purchase order to Kardex Remstar, LLC for automated storage carousel for City Clerk's Office; $67,655.75 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-140 Approve purchase order to TimeClock Plus, LLC for annual renewal of hardware support and maintenance services for timekeeping equipment; $17,938.46 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-141 Authorize contract with Chris Brewer Contracting, Inc. for 2024 Annual Street Maintenance; $705,650.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory, and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-142 Authorize contract amendment with Moffatt & Nichol, Inc. for Cooper Riverside Park bulkhead replacement design closeout and construction administration; $282,282.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept. and Nicholas Amberger, Engineering Dept.).

21-143 Authorize contract with Motor Carrier Consultants, Inc. for workplace drug and alcohol testing for City employees; NTE $75,000.00 per year (sponsored by Mayor Stimpson) (submitted by Michelle Gruzs, Office of Prof. Responsibility Dept.).

14. ORDINANCES BEING INTRODUCED

64-016 Consider modification of a previously approved Planned Unit Development for property located at 5041 Rangeline Crossing Drive (sponsored by Councilmember Reynolds).

64-017 Consider modification of a previously approved Planned Unit Development for property located at 3220 Airport Boulevard (sponsored by Councilmember Daves).

15. CONSENT RESOLUTIONS BEING INTRODUCED

31-147 Authorize the Mayor to apply, accept, and receive a grant from the Gary Sinise Foundation; $20,000.00 (No local match) (sponsored by Mayor Stimpson) (submitted by Rob Lasky, Public Safety Dept.).

37-148 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) Liquor License to Super K; 7160 Airport Blvd. (sponsored by Councilmember Gregory).

60-149 Approve award of special bonus to the Public Works Employee of the Month; Reed (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

60-150 Determine an appropriation to the Mobile Area Mardi Gras Association serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-151 Determine an appropriation to the Mobile Area Mardi Gras Association serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-152 Determine an appropriation to Mobile Area Black Chamber of Commerce serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

16. CIP RESOLUTIONS BEING INTRODUCED

21-153 Authorize contract with Harris Contracting Services, Inc. for new pickleball and tennis courts at Crawford-Murphy and Stotts Parks; $1,516,200.00 (sponsored by Councilmembers Reynolds & Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

17. RESOLUTIONS BEING INTRODUCED

08-154 Approve purchase order to a forensic software company for annual renewal of forensic identification software for MPD; $42,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-155 Approve purchase order to The Lamar Companies for billboard advertising for Art Museum; $21,126.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-156 Approve purchase order to Magnet Forensics USA, Inc. for annual renewal of subscription of forensic software for MPD; $54,390.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-157 Approve purchase order to Vermeer Southeast Sales and Service for wood-chipper for Parks Dept.; $53,504.45 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-158 Approve purchase order to Vulcan, Inc. for street sign holders for Traffic Engineering; $26,050.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-159 Authorize contract amendment with Volkert, Inc. for Heroes Plaza design closeout $35,423.61 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-160 Authorize contract with RECDESK, LLC for Parks & Recreation software services; $24,500.00 (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

37-161 Consider the application of Roosevelt Robertson to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

37-162 Consider the application of Mountain Taxi, LLC, d/b/a Sunset Taxi, to operate a taxi service (submitted by Lisa C. Lambert, City Clerk).

18. CALL FOR PUBLIC HEARINGS

41-163 Call for public hearing to consider the application of Top Cat Limousine, LLC to operate a shuttle service (scheduled for February 27, 2024).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	2/8/2024 - 11:39 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

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

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	2/8/2024 - 11:41 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	2/8/2024 - 11:43 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	2/8/2024 - 11:44 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Woods

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	2/8/2024 - 11:46 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

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	2/7/2024 - 1:54 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

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	2/7/2024 - 2:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

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	2/8/2024 - 11:53 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

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	2/8/2024 - 11:56 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	2/8/2024 - 11:32 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	2/8/2024 - 11:33 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

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 Leverette, Tiereney	Approved	2/8/2024 - 11:34 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Green	Cover Memo	2/8/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2024 - 1:42 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 2/8/2024 11:03 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Pastor VALENIA Green

Date To Address Council: 2024-02-13

Address: 603 Delaware Street

Email: valeniagreen@gmail.com

Phone: 2513228540

Subject And Specific Questions: Citizenâ€™s participation and recognition in our community.

Pertain To City Business: City partnerships and involvement in our community.

Signature: Valenia Green

Signature Verify: X

Agree: X

Date Submitted: 2024-02-08 11:03:47

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

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

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	12/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 2:08 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the proposed approval of a Conditional Use Permit
to allow a home-based day care for 7-12 children
for property located at 1016 Belvedere Circle East

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 5, 2023, a public hearing will be held on the 10th day of October, 2023, at 10:30 a.m., to consider adoption of an ordinance to approve a Conditional Use Permit to allow a home-based day care for 7-12 children for property located at 1016 Belvedere Circle East.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on October 18, 2023 to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District located at 1016 Belvedere Circle East and described as follows:

LOT 32 UNIT 2 BELVEDERE PARK MBK 10 P 257 #SEC 51 T4S R1W #MP29 09 51 0 011

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on December 7, 2023 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking;
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

A. Is consistent with all applicable requirements of the Unified Development Code (UDC), including:
    a. Any applicable development standards; and

b. Any applicable use regulations

B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property; and
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council considered:
    a. The location, type and height of buildings or structures;
    b. The type and extent of landscaping and screening;
    c. Lighting;
    d. Hours of operation; and
    e. Other conditions that might require mitigation of the adverse impacts of the proposed development.
E. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
F. Is designed to minimize the impact on storm water facilities;
G. Will be adequately served by water and sanitary sewer services;
H. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
I. Shall not be detrimental to or endanger the public health, safety or general welfare; and
J. The proposed use will meet City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate compliant parking;
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 6th day of February, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 10th day of January, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 1016 Belvedere Circle East.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District. If approved, the Conditional Use Permit will allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Revision of the site plan to illustrate compliant parking; 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall; 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

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

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

WHEREAS, a Conditional Use Permit application was filed on October 18, 2023 to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District located at 1016 Belvedere Circle East and described as follows:

LOT 32 UNIT 2 BELVEDERE PARK MBK 10 P 257 #SEC 51 T4S R1W #MP29 09 51 0 011

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on December 7, 2023 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking;
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of the Unified Development Code (UDC), including:
    a. Any applicable development standards; and
    b. Any applicable use regulations
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council considered:
    a. The location, type and height of buildings or structures;
    b. The type and extent of landscaping and screening;
    c. Lighting;
    d. Hours of operation; and

e. Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
9. Shall not be detrimental to or endanger the public health, safety or general welfare; and
10. The proposed use will meet City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate compliant parking;
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Tracy L. Pritchard
1016 Belvedere Circle East
Council District 3
C.J. Small

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 20, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on December 7, 2023 considered the request of Tracy L. Pritchard for a Conditional Use Permit to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District for the property located at 1016 Belvedere Circle East.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking;
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 8, 2023

Tracy L. Pritchard
Gant Group and Associates
1016 Belvedere Circle East
Mobile, Alabama 36606

Re: 1016 Belvedere Circle East
ZON-CUP-002703-2023
Tracy L. Pritchard
District 3
Conditional Use Permit approval to allow a home-based child daycare for 7-12 children in an R-1, Single-Family Residential Suburban District.

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

At its meeting on December 7, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support the Conditional Use Permit

1. The request is consistent with all applicable requirements of this Chapter, including:

    a) Any applicable development standards; and
    b) Any applicable use regulations.

2. The request is compatible with the character of the surrounding neighborhood;
3. The request will not impede the orderly development and improvement of surrounding property; and
4. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

    a) The location, type and height of buildings or structures;
    b) The type and extent of landscaping and screening;
    c) Lighting;
    d) Hours of operation; and

e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. The request is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. The request is designed to minimize the impact on storm water facilities;
7. The request will be adequately served by water and sanitary sewer services;
8. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. The request shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Revision of the site plan to illustrate compliant parking;
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

The advertising fee for this application based on the current legal description is $355.68. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

MOBILE CITY PLANNING COMMISSION
November 13, 2023
PUBLIC HEARING NOTICE

Re: 1016 Belvedere Circle East
ZON-CUP-002703-2023
Tracy L. Pritchard
District 3
Conditional Use Permit approval to allow a home-based child day care for 7-12 children in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, December 7, 2023, at 2:00 p.m. to consider your above referenced application.

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

The proposed application is requesting Conditional Use Permit approval to allow a home-based child day care for 7-12 children in an R-1, Single-Family Residential Suburban District.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, December 6, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
November 13, 2023
PUBLIC HEARING NOTICE

Re: 1016 Belvedere Circle East
ZON-CUP-002703-2023
Tracy L. Pritchard
District 3
Conditional Use Permit approval to allow a home-based child day care for 7-12 children in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, December 7, 2023, at 2:00 p.m., to consider the above referenced application.

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

The proposed application is requesting Conditional Use Permit approval to allow a home-based child day care for 7-12 children in an R-1, Single-Family Residential Suburban District.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, December 6, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with seven (7) paper copies of this application by NOON on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

- [X] **Conditional Use Permits** — Checklist A
- [ ] **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
- [ ] **Planned Development** — Checklist C
- [ ] **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Tracy L Pritchard	
Firm:	GANT Group and Associates	Carlos Gant / Tymon Wallace
Phone:	251-478-5330	
Email:	tpt33tpt43@yahoo.com	
Address:	1016 Belvedere Cir. E	

	Owner	Design Professional
Name:	Tracy Pritchard	
Firm:	GANT Group and Associates	Carlos Gant / Tyman Wallace
Phone:	251-478-5330	
Email:	tpt33tpt43@yahoo.com	
Address:	1016 Belvedere Cir East	

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

1016 Belvedere Cir. E — Property Address

+/- 13,500 SF — Property Area (acres or square feet)

29 09 51 0 011 070.XXX — Parcel Number(s) or Key Number(s)

899102

District 3 / R-1 (Single Family Residence) — Present Zoning or Transect District

Zoning

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Tracy L Pritchard — Owner Signature

10/03/2023 — Date

Tracy L Pritchard — Applicant or Agent Signature (if applicable)

10/03/2023 — Date

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

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

Tracy L Pritchard — Applicant or Agent Signature

10/03/2023 — Date

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Bar/Lounge
☐ Community Residences	☒ Daycare, Child (Home Based 7-12 Children)
☐ Short-Term Rentals	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank

Have you provided the required information for the selected uses above? ☒ Yes ☐ No

---

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Documentation of compliance with Approval Criteria
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☑ Site Plan
- ☐ Neighborhood Meeting Documentation

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The Comprehensive Plan is to help build the youth of Mobile by allowing a safe and inviting learning place for the kids. This home based daycare will ensure the area has a place for kids to be cared for properally and have a niece place to learn.

   Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ☑ Yes ☐ No
   If no, what are the deficiencies?

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.
   The plan is compatible because it is an existing home & home based daycare currently. The plan is to remain as one but has been designed to engress the child count from 5 to 12 Children.

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

The design & existing house site will remain existing. The improvement will be only to allow more of the youth to have so where to go with supervision and for parents to have there kids suprised and taught in a safe location in the neighborhood. House Plans Attached

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
     1016 Belvedere Cir. E., Home based 7-12 children ingress from 5, Existing wall height 8' & will remain and structure is Brick home. Plans Attached.
   - ☑ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property) Landscaping & screening is existing. Site/Survey attached.
   - ☑ Lighting: Lighting is existing and adquate.
   - ☑ Hours of operation: 6 to 6 are Hours of operation & on license for Daycare Services By DHR.
   - ☑ Other conditions that are unique to the use of the property: Existing Residence & will remain an existing Residence and Home Based daycare.

6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☑ Yes ☐ No Site plan attached

7. Describe how the proposal is designed to minimize the impact on storm water facilities.
   The design is Existing Exterior House with driveways. No Impact to storm water.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?
   The water and sanitary sewer services are Existing. They are provided by City of Mobile and will continue to be served by the City of Mobile MWSS.

9. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   The Existing House is currently and will remain non-detrimental to Public health, safety or general welfare. The Neighbors enjoy having the House Existing Based Daycare and Residence currently.

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.
    not applicable. No Above-Ground Oil Storage Tanks currently used and will remain that way.

October 23,2023

Tracy Pritchard
1016 Belvedere Circle East
Mobile, Alabama 36606
Phone: 251-377-6313

City of Mobile Planning
and Zoning Department
P.O. Box 1827
Mobile, AL 36633

Re: Condition use Permit

1016 Belvedere Circle East

Dear Planning and Zoning Board:

I am the owner and operator of Dak's Home Daycare, a licensed home day care program located at 1016 Belvedere Circle I have been licensed by the Alabama Department of Human Resources to offer childcare for families for 5 years. I have provided high quality day care at my current residence for over 5 years and have worked for Mobile County Public Schools System for 23 years and the City of Mobile before deciding to open my home as a childcare facility.

I am currently licensed for 5 children in my home daycare and I would like to propose an increase to that number to 12 children. The only way that I can increase the number of children from 5 to 12 is that the City of Mobile Zoning Department grant me a Use Variance. I have searched the City of Mobile website for an Ordinance for a large home day care in a residential area and I was unsuccessful. Although I was unable to find an ordinance for a large home day care in a residential area, I did discover that in 1992, 1993 and 1997 Rev. H.P. Williams and his wife Annie B. Williams were issued an approval to increase their number of children in their home day care from 6 to 12 children .I spoke with 2 providers who were allowed to increase their service to 10.

I currently use 1 large room *(floor area of 528 sq. ft)* near the back door of my home for daily activities and the play area for the children. The combined space of the 1 room exceeds the required space of 32 sq. ft per child according to the State of Alabama Licensing. If I am approved for 12 children, I will have more than enough space per child.

The property cannot be used in compliance with the Zoning Ordinance because there is not an Ordinance in place for a large home daycare. My property is unique in the neighborhood because my home day care provides childcare services in a residential community so that parents can work and/or attend school. The parents believe that their child(ren) will adjust better in a home childcare environment because the provider/child ratio is smaller. They also believe that if the setting for more one on one time with each child was available and it will allow for more teachable moments.

My childcare program is here for the purpose of providing a healthy and safe learning environment for young children until they are ready to attend head start or pre-k programs in school without disrupting my neighbor's privacy.

October 22,2023

The way the traffic currently flows with 5 children is that the parents pull in the driveways(2) of my home, bring their child and/or children into the home, sign and swipe them in and return to their vehicles (normally in less than 5 minutes). When two or three parents arrive at the same time, they do not park in front of the homes of my neighbors on either side or across the street. I have enough parking space in front of my home for 7 cars to park at one time. If I am approved for 12 children, the new parents and I will discuss a plan for arrival and departure times that will not block the front of my neighbor's homes, driveways or the flow of traffic. Arrival times for children are 6:00 am – 9:00 am during the morning drop-offs and between 3:00 pm – 6:00 pm during evening pick-ups. Parking for the employee and myself will be in my driveway.

My daytime hours of operation are Mondays through Fridays, 6:00 am to 6:00 am. I will have 2 employees which will consist of myself and another qualified adult. The gross square footage of my home is 2000 sq. ft. My daily schedule outlines our daily activities during the run of a day . Most of our activities are inside my home. We engage in outdoor play 1 hour per day from 9:40 - 10:40 *(weather permitting)* . The after noon hours are from 4:30pm to 5:30 pm. When we are outside in the backyard, I stay aware of the noise level and I have not had any complaints from my neighbors about the normal noise of children playing. With an increase in the number of children, I will continue to keep the noise level at a minimum volume. The backyard is large enough to easily accommodate 12 children without creating a nuisance to the neighbors. I have a great record of maintaining my home day care property for over 5 years without disturbing my neighbors.

I have been asked on several occasions by individuals to open a day care center, but I am not interested in opening a day center any more due to overhead problems .I am content with offering daycare for children in my home childcare is a very high demand . I can continue to offer a home day care service in my neighborhood that is a valuable asset to families. I don't have any overhead and operating a day care center is expensive.

Tracy Pritchard

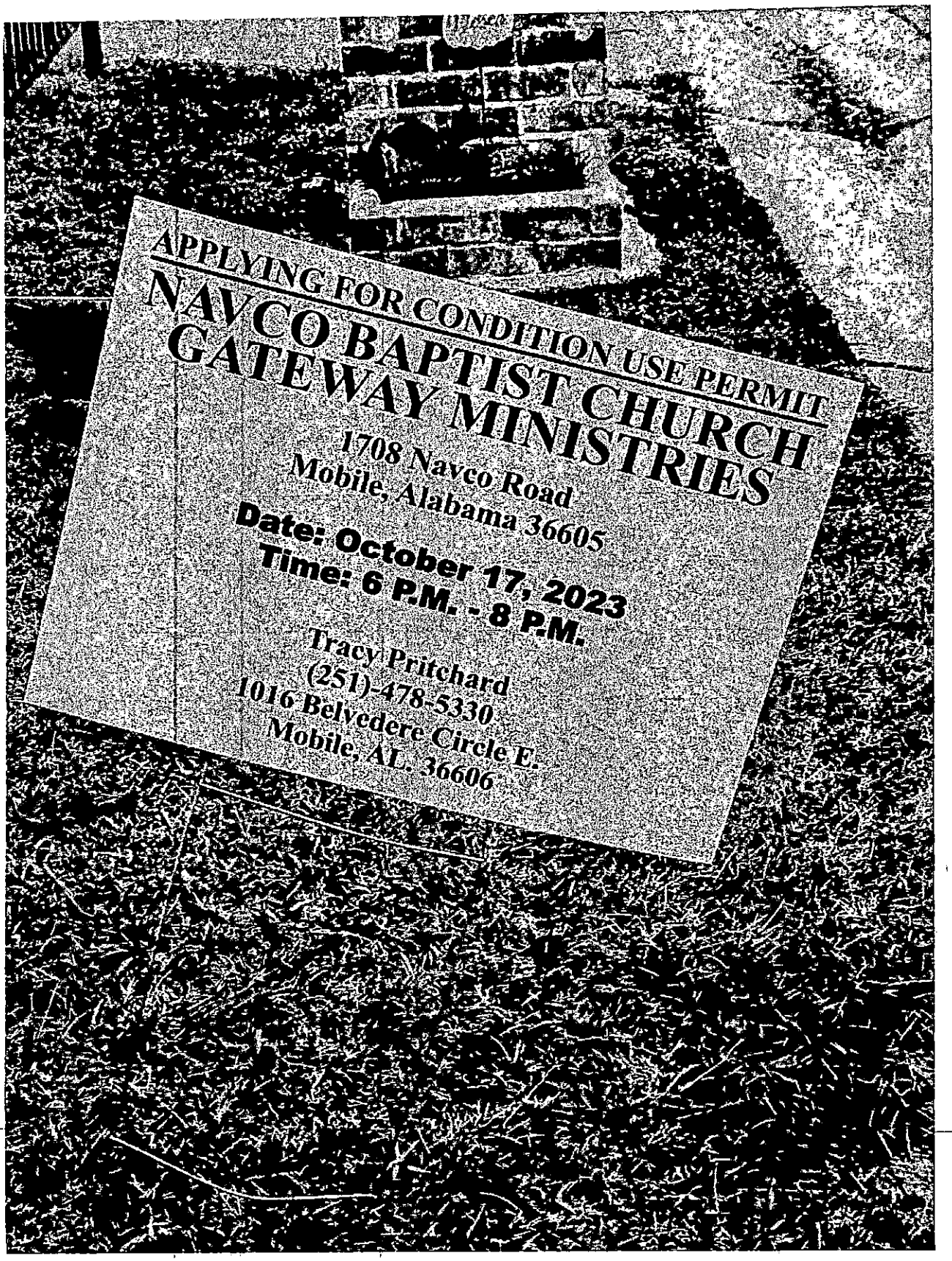


October 2, 2023 3:51 PM **Edit**

20231002_155132.jpg

/Internal storage/DCIM/Camera

Galaxy S23


APPLYING FOR CONDITION USE PERMIT
NAVCO BAPTIST CHURCH
GATEWAY MINISTRIES
1708 Navco Road
Mobile, Alabama 36605
Date: October 17, 2023
Time: 6 P.M. - 8 P.M.
Tracy Pritchard
(251)-478-5330
1016 Belvedere Circle E.
Mobile, AL. 36606

NEIGHBORHOOD MEETING MINUTES
10/17/23

- NEIGHBORHOOD MEETING STARTED AT 6 PM.
- TRACY OPEN WITH A WELCOME TO EVERYONE THAT ATTENDED THE MEETING
- THE MEETING ALSO OPENED WITH A PRAYER
- SEVERAL PEOPLE ATTENDED THE MEETING
- NO ONE OPPOSED THE MEETING FOR TRACY TO EXPAND THE DAYCARE.
- NO PROTESTORS SHOWED UP.
- TRACY EXPLAINED HOW THE PROCESS WOULD WORK.
- TRACY EXPLAINED THE LETTER PROCESS. AND THE PROCESS OF GOING THRU WITH A GROUP HOME OF 12 KIDS.
- TRACY ALSO TALKED WITH SOME NEIGHBORS ABOUT HOW THE APPLICATION PROCESS WORKS.

1 of 2

NEIGHBORHOOD MEETING MINUTES
10/17/23
PAGE 2

— TRACY INTRODUCED THE PASTOR OF THE HOST CHURCH. HE ALSO SPOKE WITH THE NEIGHBORS IN ATTENDANCE.

— TRACY MENTIONED THAT WORKERS ARE NEEDED TO WORK THE VOTING SITES. NEIGHBOR WANTING TO WORK MUST TAKE A CLASS.

— CONCERNS THE NEIGHBOR MENTIONED ABOUT THE NEIGHBOR — SOME RESIDENTS ARE CONCERNED ABOUT THE STREET CONSTRUCTION.

— CONCERNS ABOUT LEAVING THE NEIGHBORHOOD — THE WAIT TIME IS NOT BOARD.

MEETING CLOSED @ 8PM

2 of 2

COMMUNITY MEETING FOR DAYCARE OF 12 SIGN SHEET			
Project:	CONDITION USE PERMIT	**Meeting Date:**	October 17, 2023
Facilitator:	TRACY PRITCHARD	**Place/Room:**	NAVCO BAPTIST CHURCH

	NAME	ADDRESS	PHONE	E-MAIL
1	[illegible]	512 Barnett Hill circle	251-680-4454	
2	[illegible] Penny	2571 Fairway Drive	251-421-2054	
3	Houston Watkins	732 Lakeside Drive	251-725-0192	
4	Lorena Jeter	512 Barnet Hill circle	251-[illegible]8800	
5	Billy Jeter	3020 Forcott Ct	864-426-8329	
6	[illegible]	1417 Azela Road	251-591-3352	
7	Ingrella D Gray	1050 Houston St. #	251.229.7710	
8	[illegible]	1016 Belvedere Cir E	251-802-9648	
9	Vivee Young	6005 Cottage Hill	251-368-1193	
10	Sam Davis	Dogwood Drive	251-391-9609	
11	Vinson J Dunn	4710 Old Mulday Rd Theodore AL 36582	251-604-4268	
12	Lynwood Pritchard	1016 belvedere circle	251.7981773	
13	Jessica Richards	2729 Belvedere Cir S.	251-622-2286	
14	Olivia Banks	1559 Forrest St	251-513-4754	O.banks012@gmail.com
15	Richie Wilson	1011 Belvedere cir	251-263-1005	
16	Denise Smith	1709 New Conti St.	251-802-0619	
17	Henry Scott	1014 E Belvedere cir		
18	Carla Payne	1018 Belvedere cir E.	251-245-5644	

COMMUNITY MEETING FOR DAYCARE OF 12 SIGN SHEET

Project:	CONDITION USE PERMIT	**Meeting Date:**	October 17, 2023
Facilitator:	TRACY PRITCHARD	**Place/Room:**	NAVCO BAPTIST CHURCH

	NAME	ADDRESS	PHONE	E-MAIL
1	Frank PENN	1100 Belvedere	251-266-9592	Flenn1224@gmail.com
2	Leticia Patton	1419 Azalea Crest Rd Apt 12N	251-881-5955	queenticia@gmail.com
3	Mina Mistoret	1319 Bay Ave Mobile	251-438-4749	Mina1319@gmail.com
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HOME DAYCARE RENOVATION –

INDEX:

G001 COVER SHEET
G002 GENERAL NOTES

ARCHITECTURAL

AS100 SITE PLAN

AD101 DEMO FLOOR PLANS

A100 FOUNDATION PLAN
A101 FLOOR PLANS
A101.1 UTILITY PLANS
A104 ROOF PLAN
A110 INTERIOR ELEVATIONS
A200 ELEVATIONS
A310 SECTIONS/DETAILS

GANT
GROUP & ASSOCIATES, LLC
808 DAUPHIN ST.
MOBILE, ALABAMA 36602
TELEPHONE: 251/375-9457

STATE OF ALABAMA
FORREST H. GANT
NO. 5081
REGISTERED ARCHITECT

PRICHARD RENOVATION
1016 BELVEDERE CIRCLE EAST
MOBILE ALABAMA

REVISIONS

NO.	DATE	REMARKS

IT IS THE INTENT OF THESE DOCUMENTS TO PROVIDE SUFFICIENT INFORMATION TO THE EXPERIENCED BUILDER TO CONSTRUCT THE PROJECT SHOWN. IT IS THEREFORE HIS RESPONSIBILITY TO VERIFY ALL CONDITIONS, DIMENSIONS AND COMPLIANCE WITH ALL REGULATORY AGENCIES PRIOR TO CONSTRUCTION. THEIR REQUIREMENTS MUST TAKE PRECEDENCE OVER THOSE SHOWN AND FIELD ADJUSTMENTS SHOULD BE MADE ACCORDINGLY.

SHEET TITLE
COVER SHEET

JOB NO. 2022-008

DATE: 10-06-22

DRAWN BY: T. WALLACE

CHECKED BY:

SHEET
G001

CITY OF MOBILE
REVIEWED FOR CODE COMPLIANCE
11/22/2022 10:02:48 AM SHEET
BLDG-RES-NEW-2 COM
PERMIT #
ALABAMA

ABBREVIATIONS

AB	– ANCHOR BOLT	FTG	– FOOTING	PLF	– POUNDS PER LINEAR FOOT
AC	– AIR CONDITIONING	FURG	– FURRING	PLYWD	– PLYWOOD
ACC	– ACCESSIBLE	FURR	– FURRING	PNL	– PANEL
ACCESS	– ACCESSORY	FWC	– FABRIC WALLCOVERING	POL	– POLISHED
ACOUS	– ACOUSTICAL	FWP	– FABRIC WRAPPED PANEL	PR	– PAIR
AD	– AREA DRAIN			PREFAB	– PREFABRICATED
ADJ	– ADJUSTABLE	G	– GROUND	PROJ	– PROJECT
AFF	– ABOVE FINISH FLOOR	GA	– GAUGE	PSF	– POUNDS PER SQUARE FOOT
AGGR	– AGGREGATE	GALV	– GALVANIZED	PT	– POINT
AHR	– ANCHOR	GB	– GRAB BAR	PTD	– PAINTED
ALT	– ALTERNATE	GC	– GENERAL CONTRACT OR GENERAL CONTRACTOR	PTD	– PAPER TOWEL DISPENSER
ALUM	– ALUMINUM	GFRC	– GLASS FIBER REINFORCED CONCRETE	PTN	– PAPER TOWEL DISPENSER
ANCH	– ANCHOR	GFRG	– GLASS FIBER REINFORCED GYPSUM	PTR	– PAPER TOWEL RECEPTACLE
APC	– ACOUSTICAL PANEL CEILING	GL	– GLASS		
APPROX	– APPROXIMATE	GR	– GRADE	QT	– QUARRY TILE
ARCH	– ARCHITECTURAL	GRC	– GLASS FIBER REINFORCED CONCRETE	QTY	– QUANTITY
ATC	– ACOUSTICAL TILE CEILING	GRD	– GROUND		
AUTO	– AUTOMATIC	GRG	– GLASS FIBER REINFORCED GYPSUM	(R)	– RELOCATED
AV	– AUDIO VISUAL	GYPBD	– GYPSUM WALLBOARD	R	– RISER OR RADIUS
BD	– BOARD	H	– HIGH OR HEIGHT	RA	– RETURN AIR
BLDG	– BUILDING	HB	– HOSE BIBB	RB	– RESILIENT BASE
BLK	– BLOCK	HC	– HOLLOW CORE	RCP	– REFLECTED CEILING PLAN
BM	– BEAM	HCP	– HANDICAPPED	RD	– ROOF DRAIN
BOT	– BOTTOM	HDW	– HARDWARE	RECOM	– RECOMMENDED
BRK	– BLOCK	HDWD	– HARDWOOD	RECPT	– RECEPTACLE
BSMT	– BASEMENT	HEATST	– HEAT STRENGTHENED	REC	– RECESSED
BT	– BOLT	HM	– HOLLOW METAL (STEEL FRAME)	REF	– REFERENCE
BUR	– BUILT-UP ROOFING	HO	– HOLD-OPEN	REFL	– REFLECTED OR REFLECTIVE
C	– CHANNEL	HNDRL	– HANDRAIL	REFR	– REFRIGERATOR
CAB	– CABINET	HORIZ	– HORIZONTAL	REG	– REGISTER
CAT	– CATEGORY	HPT	– HIGH POINT	REINF	– REINFORCED OR REINFORCING
CB	– CATCH BASIN	HR	– HOUR	REL	– RELOCATE
CBD	– CHALK BOARD	HRC	– HOSE REEL CABINET	REM	– REMOVEABLE
CBU	– CEMENTITIOUS BACKER UNIT	HS	– HEAT STRENGTHENED (GLASS)	REQ	– REQUIRED
CEM	– CEMENT	HT	– HEIGHT	RESIL	– RESILIENT
CER	– CERAMIC	HVAC	– HEATING, VENTILATING, AIR CONDITIONING	REV	– REVISION OR REVISED
CG	– CORNER GUARD	HW	– HOT WATER	RM	– ROOM
CH	– CHILLER	HYDR	– HYDRAULIC	RO	– ROUGH OPENING
CHAN	– CHANNEL	ID	– INSIDE DIAMETER/DIMENSION	RTD	– RATED
CHBD	– CHALK BOARD	IN	– INCH	RTG	– RATING
CI	– CAST IRON	INCL	– INCLUDED OR INCLUDING	RWL	– RAIN WATER LEADER
CIP	– CAST IN PLACE	INFO	– INFORMATION		
CJ	– CONTROL JOINT OR CONSTRUCTION JOINT	INSUL	– INSULATION	S	– SOUTH
CL	– CEILING	INT	– INTERIOR	SAN	– SANITARY
CL	– CENTER LINE	INTERM	– INTERMEDIATE	SC	– SOLID CORE
CLG	– CEILING	INV	– INVERT	SCHED	– SCHEDULE
CLR	– CLEAR	IRMA	– INVERTED ROOF MEMBRANE ASSEMBLY	SD	– STORM DRAIN OR SOAP DISPENSER
CMU	– CONCRETE MASONRY UNIT	JAN	– JANITOR	SECT	– SECTION
CNTR	– COUNTER	JC	– JANITOR'S CLOSET	SF	– SQUARE FEET/FOOT
CO	– CLEANOUT	JST	– JOIST	SH	– SPRINKLER HEAD
COL	– COLUMN	JT	– JOINT	SHT	– SHEET
COMPART	– COMPARTMENT			SHR	– SHOWER
CONC	– CONCRETE	K	– KSI (1000 lb)	SIM	– SIMILAR
CONN	– CONNECTION	KPL	– KICK PLATE	SM	– SQUARE METER
CONT	– CONTINUOUS	KG	– KILOGRAM	SND	– SANITARY NAPKIN DISPENSER
CONTR	– CONTRACTOR	KIT	– KITCHEN	SP	– STANDPIPE
CORR	– CORRIDOR	KO	– KNOCKOUT	SPEC	– SPECIFICATION
CT	– CERAMIC TILE OR COOLING TOWER	L	– LITER	SPKLR	– SPRINKLER
CTR	– CENTER	LAB	– LABORATORY	SPKR	– SPEAKER
CTSK	– COUNTER SUNK	LANDG	– LANDING	SPR	– SPRINKLER
CW	– COLD WATER	LAM	– LAMINATE OR LAMINATION	SQ	– SQUARE
DA	– DISABLED	LAV	– LAVATORY	SEE	– STRUCTURAL SLAB ELEVATION
DBL	– DOUBLE	LB	– POUND	SST	– STAINLESS STEEL
DEMO	– DEMOLITION	LDG	– LANDING	SSK	– SERVICE SINK
DEPT	– DEPARTMENT	LF	– LINEAR FOOT	STA	– STATION
DET	– DETAIL	LKR	– LOCKER	STD	– STANDARD
DF	– DRINKING FOUNTAIN	LT	– LIGHT	STL	– STEEL
DIA	– DIAMETER	LTP	– LOW POINT	STLJST	– STEEL JOIST
DIFF	– DIFFUSER			STOR	– STORAGE
DIM	– DIMENSION	M	– METER	STRG	– STRINGER
DIS	– DISSABLED	MACH	– MACHINE	STRL	– STRUCTURAL
DISP	– DISPENSER	MAINT	– MAINTENANCE	STRUC	– STRUCTURAL
DMPF	– DAMPPROOFING	MAS	– MASONRY	SUBCAT	– SUBCATEGORY
DMT	– DEMOUNTABLE	MATL	– MATERIAL	SUSP	– SUSPENDED
DN	– DOWN	MAX	– MAXIMUM	SYMM	– SYMMETRICAL
DO	– DOOR OPENING	MBL	– MARBLE	SYS	– SYSTEM
DPTN	– DEMOUNTABLE PARTITION	MDF	– MEDIUM DENSITY FIBERBOARD		
DR	– DOOR OR DRAIN	MDO	– MEDIUM DENSITY OVERLAY PLYWOOD	T&G	– TONGUE AND GROOVE
DRN	– DRAIN	MECH	– MECHANICAL	T	– TREAD OR THERMOSTAT
DS	– DOWNSPOUT	MEMB	– MEMBRANE	TB	– TOWEL BAR
DW	– DISHWASHER	MET	– METAL	TC	– TOP OF CURB
DWG	– DRAWING	MEZZ	– MEZZANINE	TCONC	– TOP OF CONCRETE
DWR	– DRAWER	MFR	– MANUFACTURER	TEL	– TELEPHONE OR TELECOM
		MH	– MANHOLE	TEMP	– TEMPERED
(E)	– EXISTING	MIN	– MINIMUM	TER	– TERRAZZO
E	– EAST	MISC	– MISCELLANEOUS	THK	– THICKNESS
EA	– EACH	MM	– MILLIMETER	THRES	– THRESHOLD
EBT	– EXPANSION BOLT	MO	– MASONRY OPENING	THRU	– THROUGH
EFS	– EXTERIOR FINISH SYSTEM	MS	– MACHINE SCREW	TKBD	– TACKBOARD
EIFS	– EXTERIOR INSULATION FINISH SYSTEM	MTD	– MOUNTED	TMPD	– TEMPERED
		MTG	– MOUNTING	TO	– TOP OF
EJ	– EXPANSION JOINT	MTL	– METAL	TOS	– TOP OF SLAB
EL	– ELEVATION	MUL	– MULLION	TOSTL	– TOP OF STEEL
ELEC	– ELECTRICAL			TP	– TOP OF PAVEMENT
ELEV	– ELEVATOR	N	– NORTH	TPD	– TOILET PAPER DISPENSER
EMERG	– EMERGENCY	N/A	– NOT APPLICABLE	TPH	– TOILET PAPER HOLDER
ENCL	– ENCLOSURE	NC	– NOISE CRITERIA	TRACT	– TRACTION
EP	– ELECTRICAL PANELBOARD	NIC	– NOT IN CONTRACT	TV	– TELEVISION
EQ	– EQUAL	NO	– NUMBER	TW	– TOP OF WALL
EQUIP	– EQUIPMENT	NOM	– NOMINAL	TYP	– TYPICAL
ESCAL	– ESCALATOR	NTS	– NOT TO SCALE		
EWC	– ELECTRICAL WATER COOLER			UNFIN	– UNFINISHED
EXH	– EXHAUST	OA	– OUTSIDE AIR	UON	– UNLESS OTHERWISE NOTED
EXP	– EXPANSION	OC	– ON CENTER	UR	– URINAL
EXST	– EXISTING	OD	– OUTSIDE DIAMETER/DIMENSION		
EXT	– EXTERIOR	OFF	– OFFICE	VAC	– VENTILATION AND AIR CONDITIONING
		OH	– OPPOSITE HAND	VCT	– VINYL COMPOSITION TILE
FA	– FIRE ALARM	OPH	– OPPOSITE	VERT	– VERTICAL
FB	– FACE BRICK	OPNG	– OPENING	VEST	– VESTIBULE
FC		OPP	– OPPOSITE	VIF	– VERIFY IN FIELD
FD	– FLOOR DRAIN	OPPHD	– OPPOSITE HAND	VR	– VAPOR RETARDER
FDC	– FIRE DEPARTMENT CONNECTION	ORD	– OVERFLOW ROOF DRAIN	VT	– VINYL TILE
FDN	– FOUNDATION	OUTS	– OUTSIDE	VWC	– VINYL WALL COVERING
FE	– FIRE EXTINGUISHER	OVHD	– OVERHEAD		
FEC	– FIRE EXTINGUISHER CABINET	PAV	– PAVING	W/	– WITH
FFE	– FINISH FLOOR ELEVATION	PARTN	– PARTITION	W	– WEST/WIDTH
FH	– FLAT HEAD	PBD	– PARTICLEBOARD	WC	– WATER CLOSET
FIN	– FINISH	PC	– PRECAST CONCRETE	WD	– WOOD
FL	– FLOOR	PERF	– PERFORATED	WDW	– WINDOW
FLASH	– FLASHING	PERIM	– PERIMETER	W/O	– WATERPROOFING
FLUOR	– FLUORESCENT	PERP	– PERPENDICULAR	WP	– WITHOUT
FLR	– FLOOR	PF	– POINT OF FROG	WPM	– WATERPROOF MEMBRANE
FO	– FACE OF	PI	– POINT OF INTERSECTION	WR	– WATER RESISTANT
FPG	– FIREPROOFING	PL	– PLATE	WS	– WEATHERSTRIPPING
FR	– FRAME	PLAM	– PLASTIC LAMINATE	WSCT	– WAINSCOT
FT	– FOOT/FEET	PLAS	– PLASTER	WT	– WEIGHT
FRTW	– FIRE RETARDANT TREATED WOOD	PLBG	– PLUMBING	W/W	– WALL TO WALL

GENERAL NOTES

A. GENERAL NOTES:

1. THESE DRAWINGS ARE FOR REFERENCE PURPOSES ONLY. THEY ARE TO BE USED TO OUTLINE THE GENERAL SCOPE OF WORK AND MAY REQUIRE SUPPLEMENTAL DRAWINGS.

2. ALL WORK IS TO BE PERFORMED BY A LICENSED AND BONDED CONTRACTOR.

3. PROVIDE COMPLETE PROJECT SYSTEMS AND COMPONENTS INDICATED ON THE PROJECT DOCUMENTS.

4. THE CONTRACTOR SHALL WORK WITHIN THE AREA BOUNDARIES INDICATED IN THE PROJECT DOCUMENTS, AND SHALL COMPLY WITH ALL APPLICABLE BUILDING CODE, REGULATION, & ORDINANCE REQUIREMENTS. OCCUPANTS ADJACENT TO THE PROJECT AREA BOUNDARIES SHALL CONTINUE UNINTERRUPTED OCCUPANCY.

5. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY FIELD CONDITIONS AND COORDINATION WITH THE PROJECT DOCUMENTS PRIOR TO PROCEEDING WITH THE WORK.

6. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THE WORK WITH ALL REQUIREMENTS INDICATED IN THE PROJECT DOCUMENTS.

7. THE CONTRACTOR SHALL PERFORM THE WORK AT THE PROJECT SITE DURING NORMAL BUSINESS HOURS, UNLESS OTHERWISE NOTED.

8. THE CONTRACTOR SHALL COORDINATE THE WORK WITH EQUIPMENT, FURNISHINGS, AND SYSTEMS PROVIDED BY THE OWNER.

9. DRAWINGS ARE FOR REFERENCE PURPOSES. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THAT ALL ELEMENTS ARE BUILT IN ACCORDANCE WITH APPLICABLE CODES.

10. DUE TO THE MEANS AND METHODS BY WHICH THE OWNER IS PROCEEDING WITH CONSTRUCTION, THE DESIGNER WILL NOT BE HELD RESPONSIBLE FOR THE HEALTH, LIFE, SAFETY, AND GENERAL WELFARE OF THE OWNER AND ANY PEOPLE THAT CONSTRUCT OR INHABIT THIS BUILDING.

MECHANICAL NOTES:

1. ALL HVAC WORK SHOULD CONFORM TO APPLICABLE CODES.

2. HVAC UNITS SHOULD BE DETERMINED BY A LICENSED MECHANICAL ENGINEER OR ELECTRICAL CONTRACTOR

3. HVAC SIZING AND DUCT WORK IS THE RESPONSIBILITY OF THE CONTRACTOR. MECHANICAL CLOSETS ARE SHOWN ON THE PLANS BUT THERE SIZES ARE TO BE VERIFIED BY CONTRACTOR.

ELECTRICAL NOTES:

1. ACTUAL ELECTRICAL WORK IS TO CONFORM TO ALL APPLICABLE CODES AND IS TO BE INSTALLED BY A LICENSED ELECTRICIAN.

2. CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION AND LOCATION OF ALL ELECTRICAL EQUIPMENT.

PLUMBING NOTES:

1. FLOOR PLANS SHOW THE APPROXIMATE LOCATIONS OF THE WET AREAS. THE ACTUAL LOCATION OF THE PLUMBING AND ITS SUBSEQUENT SIZING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SAID PLUMBING MUST CONFORM TO ALL APPLICABLE CODES.

2. CONTRACTOR IS ALSO RESPONSIBLE FOR VERIFICATION OF ALL SEWER CONNECTIONS AND SAID CONNECTIONS MUST CONFORM TO ALL APPLICABLE CODES.

3. ALL WORK TO BE PERFORMED BY A LICENSED PLUMBER OR PLUMBING CONTRACTOR.

B. DEFINITIONS:

1. "TYPICAL" OR "TYP" INDICATES IDENTICAL COMPLETE SYSTEM FOR THE CONDITION NOTED.
2. "SIMILAR" INDICATES COMPLETE SYSTEM AND COMPONENTS COMPARABLE TO THE CHARACTERISTICS FOR THE CONDITION NOTED.
3. "AS REQUIRED" INDICATES CONTRACTOR SHALL PROVIDE COMPONENTS REQUIRED TO COMPLETE THE NOTED SYSTEM AS INDICATED IN THE PROJECT DOCUMENTS.
4. "ALIGN" INDICATES ACCURATELY PROVIDE FINISH FACES OF MATERIALS IN STRAIGHT, TRUE, AND PLUMB RELATION TO ADJACENT MATERIALS.

C. DIMENSIONS:

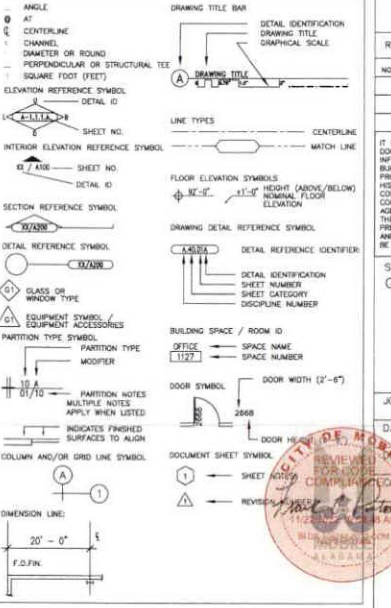
1. DIMENSIONS ARE INDICATED TO THE CENTERLINE OF THE STRUCTURAL GRID OR STUDS, FACE OF CONCRETE WALL, NOMINAL FACE OF CMU WALL, FACE OF PARTITION AS SCHEDULED, UNLESS OTHERWISE NOTED.
2. ALIGNMENT OF PARTITIONS AND FINISHES AS SCHEDULED SHALL BE STRAIGHT, TRUE & PLUMB. DIMENSIONAL LAYOUT SHALL BE IN THE FOLLOWING PRIORITY ORDER:
   A. STRUCTURAL DRAWINGS
   B. LARGE SCALE DETAILS
   C. SMALL SCALE DETAILS
   D. ENLARGED PLANS AND SECTIONS
   E. FLOOR PLANS
3. MINIMUM DIMENSIONS FOR ACCESSIBILITY CLEARANCES AND BUILDING CODE REQUIREMENTS SHALL BE MAINTAINED.
4. FLOOR ELEVATIONS ARE INDICATED AT THE FACE OF THE STRUCTURAL SLAB, UNLESS OTHERWISE NOTED.
5. VERTICAL DIMENSIONS ARE INDICATED FROM THE FLOOR ELEVATION TO FACE OF FINISHED MATERIAL, UNLESS NOTED ABOVE FINISH FLOOR – "AFF".
6. CEILING HEIGHTS ARE INDICATED FROM THE FLOOR ELEVATION TO THE FACE OF SUSPENED ACOUSTIC CEILING GRID OR FACE OF FINISH MATERIAL FOR OTHER CEILING TYPES, UNLESS OTHERWISE NOTED.
7. DOCUMENTS ARE DRAWN DIAGRAMATICALLY, AND SCALED DIMENSIONS ARE APPROXIMATE. DIMENSIONS SHALL INDICATE REQUIRED SIZE, CLEARANCES, AND RELATIONSHIPS ARE INDICATED BY DIMENSIONS AS NOTED.

DRAWING ORGANIZATION

A. THE DRAWINGS IN THIS SET ARE ORGANIZED AS FOLLOWS:
   1. DISCIPLINE: (THE FIRST LETTER ON THE SHEET SUCH AS THE "A" IN A–1.1.1). INDICATES WHICH DISCIPLINE CREATED THAT DRAWING.
   2. CATEGORIES: (THE FIRST NUMBER ON EACH SHEET, SUCH AS THE "–1." IN A–1.1.1), INDICATES STRUCTURE CATEGORY OF WHAT TYPE OF DRAWING. (PLAN, SECTION, ETC...) IS ON THE SHEET.
   3. SHEET NUMBERS: (THE SECOND NUMBER ON EACH SHEET SUCH AS THE ".1." IN A–1.1.1), INDICATES THE NUMBER OF A PARTICULAR SHEET WITHIN A SUB–CATEGORY.
   4. SHEET NUMBERS: (THE THIRD NUMBER ON EACH SHEET SUCH AS THE ".1" IN A–1.1.1), INDICATES THE SHEET NUMBER WITHIN A SUB–CATEGORY.
   5. DETAIL LETTER IDENTIFICATION: (THE LETTER OR/NUMBER AT THE END OF EACH SHEET NUMBER SUCH AS THE "a" IN A–1.1.1a INDICATES THE LETTER OF A PARTICULAR DRAWING OR DETAIL ON A SHEET.

B. DISCIPLINES, IF USED, ARE ORGANIZED IN THE FOLLOWING MANNER:
1. GENERAL
2. CIVIL
3. STRUCTURAL
4. ARCHITECTURAL
5. INTERIORS
6. HVAC
7. PLUMBING
8. FIRE PROTECTION
9. ELECTRICAL
10. FIRE ALARM

SYMBOLS



GANT
GROUP & ASSOCIATES LLC
ARCHITECTS · INTERIOR DESIGNERS
650 DAUPHIN ST.
MOBILE, ALABAMA 36602
TELEPHONE: 251/375-8467
STATE OF ALABAMA · GEORGE R. GANT · NO. 5881 · REGISTERED ARCHITECT

PRICHARD RENOVATION
1016
BELVEDERE CIRCLE EAST
MOBILE ALABAMA

REVISIONS		
NO.	DATE	REMARKS

IT IS THE INTENT OF THESE DOCUMENTS TO PROVIDE SUFFICIENT INFORMATION TO THE EXPERIENCED BUILDER TO CONSTRUCT THE PROJECT SHOWN. IT IS THEREFORE HIS RESPONSIBILITY TO VERIFY ALL CONDITIONS, DIMENSIONS AND COMPLIANCE WITH ALL REGULATORY AGENCIES PRIOR TO CONSTRUCTION. THEIR REQUIREMENTS MUST TAKE PRECEDENCE OVER THOSE SHOWN AND FIELD ADJUSTMENTS SHOULD BE MADE ACCORDINGLY.

SHEET TITLE
GENERAL NOTES

JOB NO. 2022–008

DATE: 10–06–22

DRAWN BY: T. WALLACE

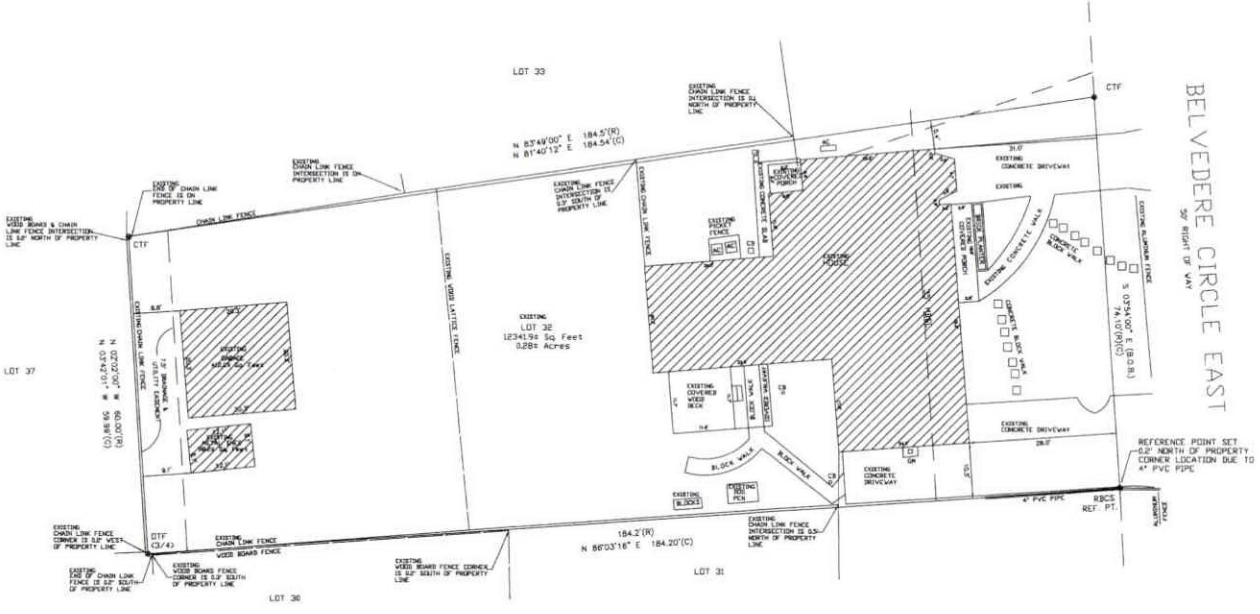
CHECKED BY:

CITY OF MOBILE REVIEWED FOR CODE COMPLIANCE 11/22/2022 BUILDING DIVISION ALABAMA

G002

GENERAL SITE NOTES:

1. THIS SITE PLAN IS FOR REFERENCE ONLY AND DOES NOT SUBSTITUTE FOR ONE PREPARED BY A LICENSED CIVIL OR SURVEYOR.
2. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS BEFORE BEGINNING ANY SITE MODIFICATIONS.
3. CONTRACTOR TO FIELD VERIFY BUILDING SITE LAYOUT IS IN COMPLIANCE TO ALL NEIGHBORHOOD AND CITY CODES PRIOR TO COMMENCING WORK.
4. CONTRACTOR TO VERIFY SITE POSITIONING OF BUILDING WILL NOT INTERFERE WITH ANY OTHER PORTIONS OF THE CONSTRUCTION DOCUMENTS SUCH AS DRIVEWAYS AND BUILDING EDGE CONDITIONS.
5. THE CONTRACTOR SHOULD PERFORM A SITE INSPECTION TO DETERMINE THE OVERALL TOPOGRAPHY OF THE SITE AND ITS EFFECT ON THE BUILDING FOUNDATION PRIOR TO PROVIDING A BID TO THE OWNER (FAILURE TO DO SO WILL CAUSE THE CONTRACTOR TO BARE ADDITIONAL EXPENSES THAT COULD HAVE BEEN DETERMINED FROM A PRELIMINARY SITE INSPECTION).
6. PUBLIC WATER AND SEWER.
7. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, CODE REQUIREMENTS, SUBDIVISION CONVENANTS, SETBACKS, ECT. PRIOR TO COMMENCEMENT OF CONSTRUCTION.



EXISTING SITE PLAN
3/32"=1'-0"

GANT
GROUP & ASSOCIATES LLC

656 DAUPHIN ST.
MOBILE, ALABAMA 36602
TELEPHONE: 251/377-8457

STATE OF ALABAMA
CARTER R. GANT
NO. 5881
REGISTERED ARCHITECT

PRICHARD RENOVATION
1016
BELVEDERE CIRCLE EAST
MOBILE ALABAMA

REVISIONS

NO.	DATE	REMARKS

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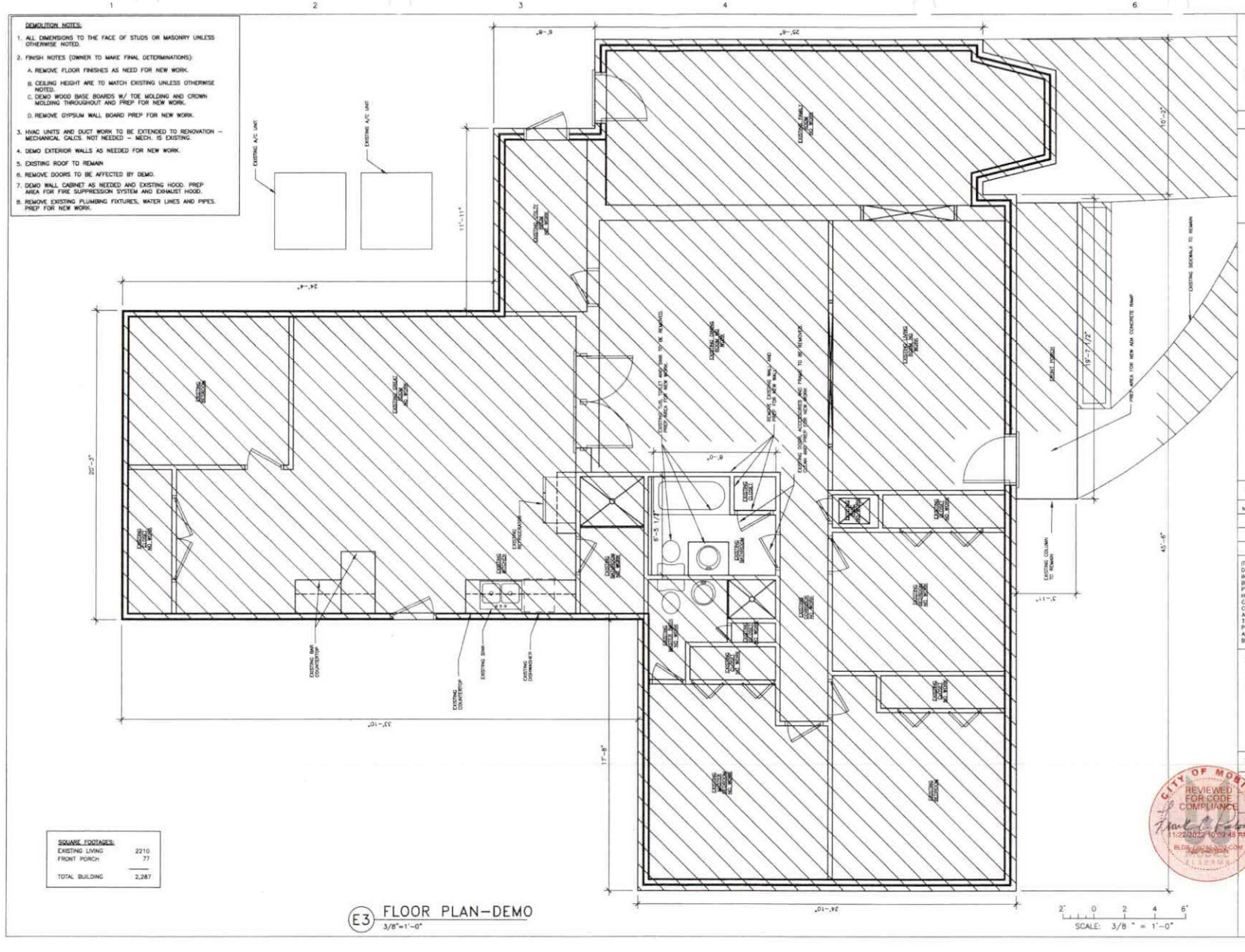
SHEET TITLE
EXISTING SITE PLAN

JOB NO. 2022-008
DATE: 10-06-22
DRAWN BY: T. WALLACE
CHECKED BY:
SHEET
AS100

CITY OF MOBILE
REVIEWED FOR CODE COMPLIANCE

DEMOLITION NOTES:

1. ALL DIMENSIONS TO THE FACE OF STUDS OR MASONRY UNLESS OTHERWISE NOTED.
2. FINISH NOTES (OWNER TO MAKE FINAL DETERMINATIONS):
   - A. REMOVE FLOOR FINISHES AS NEED FOR NEW WORK.
   - B. CEILING HEIGHT ARE TO MATCH EXISTING UNLESS OTHERWISE NOTED.
   - C. DEMO WOOD BASE BOARDS W/ TOE MOLDING AND CROWN MOLDING THROUGHOUT AND PREP FOR NEW WORK.
   - D. REMOVE GYPSUM WALL BOARD PREP FOR NEW WORK.
3. HVAC UNITS AND DUCT WORK TO BE EXTENDED TO RENOVATION – MECHANICAL CALCS. NOT NEEDED – MECH. IS EXISTING.
4. DEMO EXTERIOR WALLS AS NEEDED FOR NEW WORK.
5. EXISTING ROOF TO REMAIN
6. REMOVE DOORS TO BE AFFECTED BY DEMO.
7. DEMO WALL CABINET AS NEEDED AND EXISTING HOOD. PREP AREA FOR FIRE SUPPRESSION SYSTEM AND EXHAUST HOOD.
8. REMOVE EXISTING PLUMBING FIXTURES, WATER LINES AND PIPES. PREP FOR NEW WORK.



E3 FLOOR PLAN–DEMO
3/8"=1'-0"

SCALE: 3/8 " = 1'-0"

SQUARE FOOTAGES:	
EXISTING LIVING	2210
FRONT PORCH	77
TOTAL BUILDING	2,287

GANT
GROUP & ASSOCIATES LLC
656 DAUPHIN ST.
MOBILE, ALABAMA 36602
TELEPHONE: 251/375-8455

STATE OF ALABAMA
CARLOS R. GANT
No. 5851
REGISTERED ARCHITECT

PRICHARD RENOVATION
1016
BELVEDERE CIRCLE EAST
MOBILE ALABAMA

REVISIONS

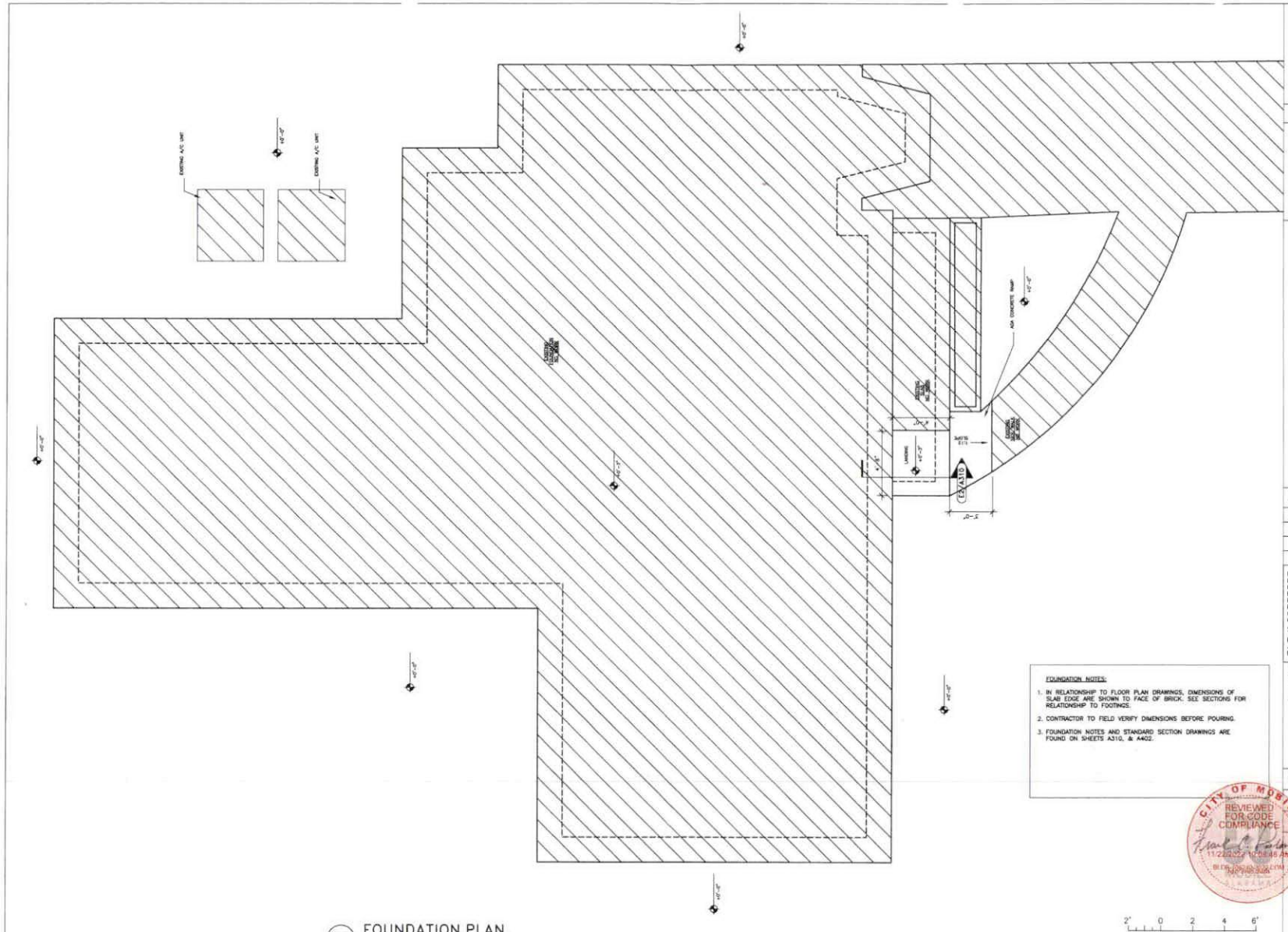
NO.	DATE	REMARKS

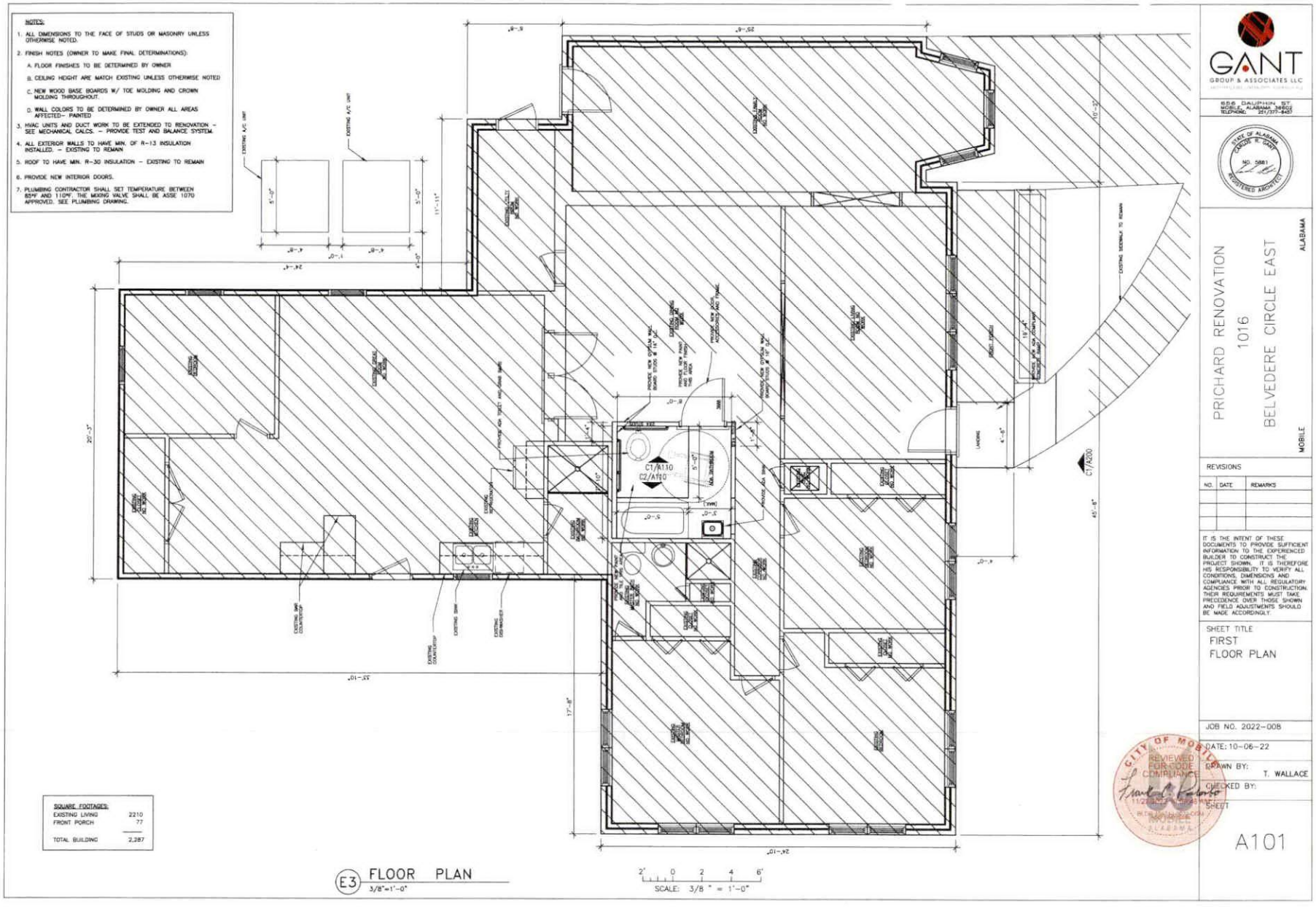
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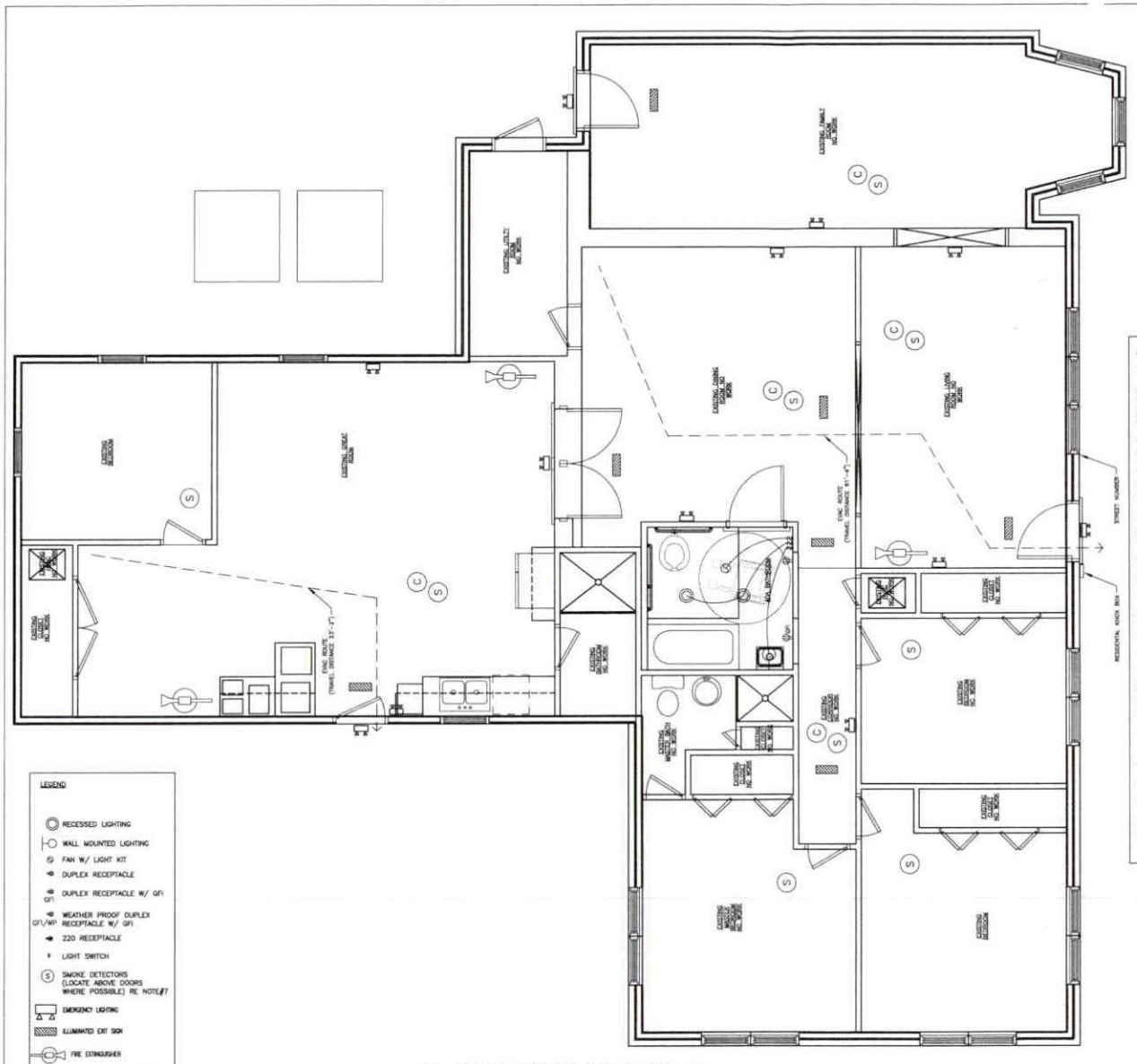
SHEET TITLE
DEMO
FLOOR PLAN

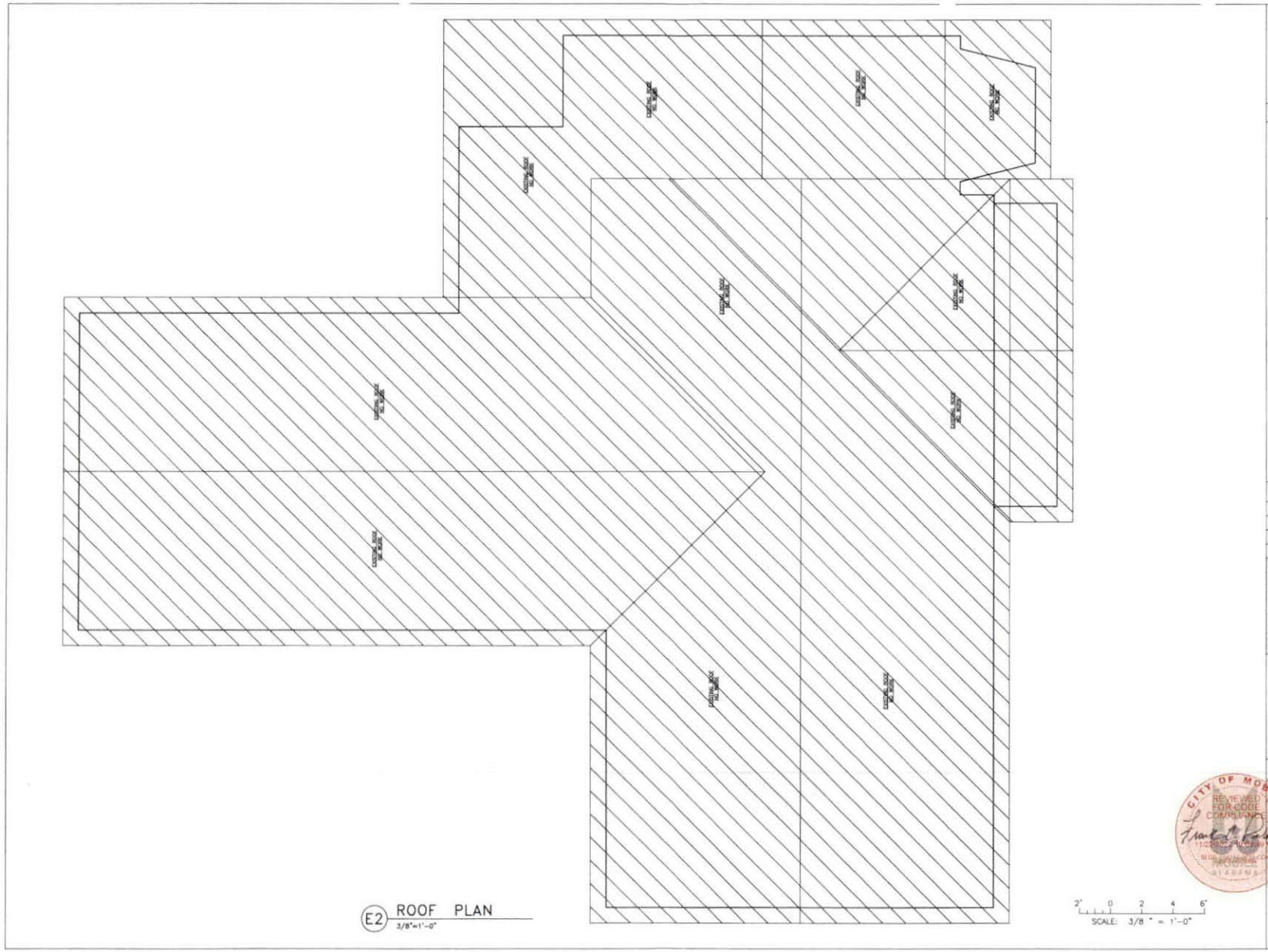
JOB NO. 2022–008
DATE: 10–06–22
DRAWN BY: T. WALLACE
CHECKED BY:
SHEET
AD101

CITY OF MOBILE
REVIEWED FOR CODE COMPLIANCE
11/22/2022 10:03:48 AM


EXISTING A/C UNIT
EXISTING A/C UNIT
ADA CONCRETE RAMP
LANDING
EXISTING BRICK WALL
EXISTING CONCRETE WALK
EXISTING BRICK WALL
EXISTING CONCRETE WALK
EXISTING BRICK WALL
EXISTING CONCRETE WALK


NOTES:
1. ALL DIMENSIONS TO THE FACE OF STUDS OR MASONRY UNLESS OTHERWISE NOTED.
2. FINISH NOTES (OWNER TO MAKE FINAL DETERMINATIONS):
A. FLOOR FINISHES TO BE DETERMINED BY OWNER
B. CEILING HEIGHT ARE MATCH EXISTING UNLESS OTHERWISE NOTED
C. NEW WOOD BASE BOARDS W/ TOE MOLDING AND CROWN MOLDING THROUGHOUT.
D. WALL COLORS TO BE DETERMINED BY OWNER ALL AREAS AFFECTED – PAINTED
3. HVAC UNITS AND DUCT WORK TO BE EXTENDED TO RENOVATION. – SEE MECHANICAL CALCS. – PROVIDE TEST AND BALANCE SYSTEM.
4. ALL EXTERIOR WALLS TO HAVE MIN. OF R-13 INSULATION INSTALLED. – EXISTING TO REMAIN
5. ROOF TO HAVE MIN. R-30 INSULATION – EXISTING TO REMAIN
6. PROVIDE NEW INTERIOR DOORS.
7. PLUMBING CONTRACTOR SHALL SET TEMPERATURE BETWEEN 85ºF AND 110ºF. THE MIXING VALVE SHALL BE ASSE 1070 APPROVED. SEE PLUMBING DRAWING.
EXISTING A/C UNIT
EXISTING A/C UNIT
C1/A110
C2/A110
C1/A200
EXISTING SIDEWALK TO REMAIN
EXISTING COUNTERTOP
EXISTING SINK
EXISTING DISHWASHER
SQUARE FOOTAGES:
EXISTING LIVING 2210
FRONT PORCH 77
TOTAL BUILDING 2,287
E3 FLOOR PLAN
3/8"=1'-0"
SCALE: 3/8 " = 1'-0"
GANT
GROUP & ASSOCIATES LLC
STATE OF ALABAMA
CHARLES R. GANT
NO. 5881
REGISTERED ARCHITECT
PRICHARD RENOVATION
1016
BELVEDERE CIRCLE EAST
MOBILE
ALABAMA
REVISIONS
NO. DATE REMARKS
IT IS THE INTENT OF THESE DOCUMENTS TO PROVIDE SUFFICIENT INFORMATION TO THE EXPERIENCED BUILDER TO CONSTRUCT THE PROJECT SHOWN. IT IS THEREFORE HIS RESPONSIBILITY TO VERIFY ALL CONDITIONS, DIMENSIONS AND COMPLIANCE WITH ALL REGULATORY AGENCIES PRIOR TO CONSTRUCTION. THEIR REQUIREMENTS MUST TAKE PRECEDENCE OVER THOSE SHOWN AND FIELD ADJUSTMENTS SHOULD BE MADE ACCORDINGLY.
SHEET TITLE
FIRST
FLOOR PLAN
JOB NO. 2022-008
DATE: 10-06-22
DRAWN BY: T. WALLACE
CHECKED BY:
SHEET
A101
CITY OF MOBILE
REVIEWED FOR CODE COMPLIANCE


EXISTING FAMILY ROOM NO. 1008
EXISTING UTILITY ROOM NO. 1006
EXISTING BEDROOM
EXISTING GREAT ROOM
EXISTING DINING ROOM NO. 1004
EXISTING LIVING ROOM NO. 1002
EXISTING KITCHEN
EXISTING BEDROOM NO. 1010
EXISTING BEDROOM NO. 1012
EXISTING BATH NO. 1014
EXISTING CLOSET NO. 1016
EXISTING BEDROOM NO. 1018
EXISTING BEDROOM NO. 1020
EXISTING BEDROOM NO. 1022
EXISTING BEDROOM NO. 1024
EXISTING BEDROOM NO. 1026
EXISTING BEDROOM NO. 1028
EXISTING BEDROOM NO. 1030
EXISTING BEDROOM NO. 1032
EXISTING BEDROOM NO. 1034
EXISTING BEDROOM NO.



E2 ROOF PLAN
3/8"=1'-0"

2' 0 2 4 6'
SCALE: 3/8 " = 1'-0"

GANT
GROUP & ASSOCIATES LLC
858 DAUPHIN ST.
MOBILE, ALABAMA 36602
TELEPHONE 251/377-8401

STATE OF ALABAMA
CARTER R. GANT
NO. 3681
REGISTERED ARCHITECT

PRICHARD RENOVATION
1016
BELVEDERE CIRCLE EAST
MOBILE ALABAMA

REVISIONS

NO.	DATE	REMARKS

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SHEET TITLE
ROOF PLAN

CITY OF MOBILE
REVIEWED FOR CODE COMPLIANCE

JOB NO. 2022-008
DATE: 10-06-22
DRAWN BY: T. WALLACE
CHECKED BY:
SHEET
A104

NOTES:

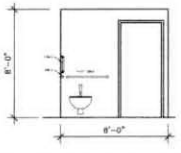
1. DRAWINGS ARE FOR GENERAL INFORMATION. THE ACTUAL CABINETS, APPLIANCES, AND FIXTURES ETC., ARE TO BE SELECTED/ COORDINATED BY THE OWNER.
2. BATHROOM ELEVATIONS SHOW THE GENERAL RELATIONSHIPS OF THE FIXTURES AND CABINETRY.
3. ALL DIMENSIONS ARE TO BE FIELD VERIFIED.
4. ALL FIXTURES AND GRAB BARS SHALL MEET HANDICAP ACCESSIBILITY CODE AND BE SET IN HEIGHT AS DIRECTED BY OWNER.

TOILET ACCESSORY LEGEND:

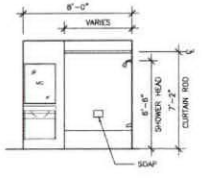
(EHD)	ELECTRIC HAND DRYER	(SCR)	SHOWER CURTAIN ROD
(GR-1)	GRAB BAR - 42"	(SD)	SOAP DISPENSER (N.I.C.)
(GR-2)	GRAB BAR - 36"	(SH)	SOAP HOLDER. PROVIDE TWO PER SHOWER
(GR-3)	GRAB BAR - 18"	(TB)	TOWEL BAR
(GR-4)	ADA SHOWER GRAB BAR	(TPH)	TOWEL PIN HOOK
(DL)	DOUBLE TIER LOCKERS	(CP)	COAT PIN
(TTDJ)	TOILET TISSUE DISPENSER	(TP)	TOILET PARTITION
(MG)	MIRROR, GLASS	(UR)	UTILITY RACK
(MT)	MIRROR, TILT GLASS (2 POSITION)	(URS)	URINAL SCREEN
(PTWR)	COMB, PAPER TOWEL DISPENSER/ WASTE RECEPTACLE	(B)	BENCH
(SND)	SANITARY NAPKIN DISPENSER	(LC)	LOCKERS
(SC)	SHOWER CURTAIN	(SCD)	TOILET SEAT COVER DISPENSER
(SS)	SHOWER SEAT		
(SRS)	TILED SURFACE SURROUND SHOWER		
(ADAS)	ADA COMPLIANT SHOWER WITH SEAT AND GRAB BARS		

GENERAL NOTES:

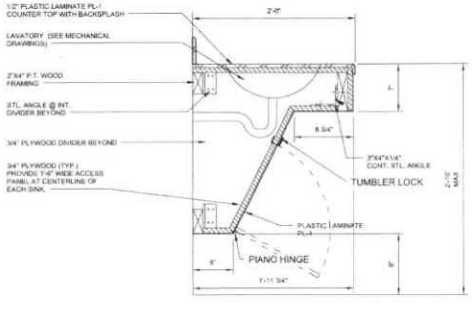
1. APPLY A CONTINUOUS BEAD OF SEALANT AROUND ALL FIXTURES WHERE FIXTURE INTERFACES WITH THE FLOOR OR WALL.
2. CONTRACTOR SHALL PROVIDE BLOCKING FOR MOUNTING / INSTALLING OF ACCESSORIES. MATCH FRAMING MEMBER SIZE.
3. ENSURE SUPPORT MEETS FIXTURE MANUFACTURER REQUIREMENTS.
4. CONTACTOR SHALL INSTALL ADEQUATE BLOCKING TO SUPPORT ALL FIXTURES. AND REFER FOR EQUIPMENT MOUNTING HEIGHTS AND DIMENSIONS



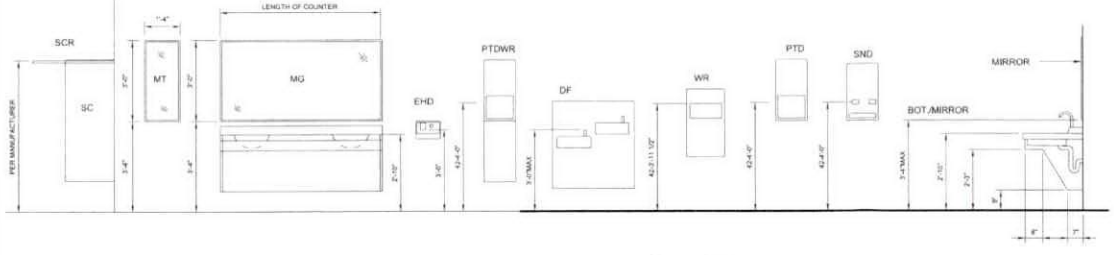
C1 ADA BATHROOM
1/4"= 1'-0"

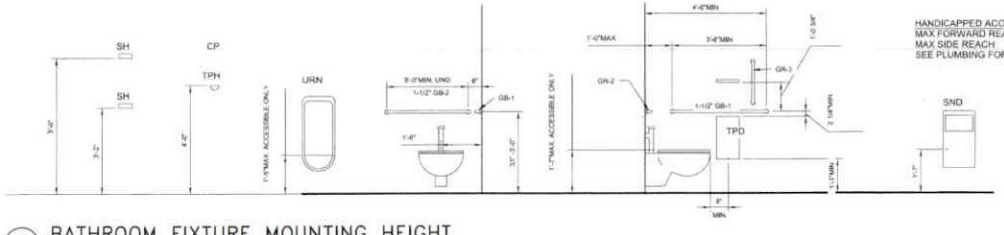


C2 ADA BATHROOM
1/4"= 1'-0"



B3 SINK SECTION
1/4"= 1'-0"





E1 BATHROOM FIXTURE MOUNTING HEIGHT
1/2"= 1'-0"

HANDICAPPED ACCESSIBLE HEIGHT NOTES:
MAX FORWARD REACH = 48"
MAX SIDE REACH = 54"
SEE PLUMBING FOR FIXTURE TYPE

GANT
GROUP & ASSOCIATES LLC
656 DAUPHIN ST.
MOBILE, ALABAMA 36602
TELEPHONE: 251/375-8401

STATE OF ALABAMA
CRAIG R. GANT
NO. 5681
REGISTERED ARCHITECT

PRICHARD RENOVATION
1016 BELVEDERE CIRCLE EAST
MOBILE ALABAMA

REVISIONS

NO.	DATE	REMARKS

IT IS THE INTENT OF THESE DOCUMENTS TO PROVIDE SUFFICIENT INFORMATION TO THE EXPERIENCED BUILDER TO CONSTRUCT THE PROJECT SHOWN. IT IS THEREFORE HIS RESPONSIBILITY TO VERIFY ALL CONDITIONS, DIMENSIONS AND COMPLIANCE WITH ALL REGULATORY AGENCIES PRIOR TO CONSTRUCTION. THEIR REQUIREMENTS MUST TAKE PRECEDENCE OVER THOSE SHOWN AND FIELD ADJUSTMENTS SHOULD BE MADE ACCORDINGLY.

SHEET TITLE
INTERIOR ELEVATIONS

JOB NO. 2022-008
DATE: 10-06-22
DRAWN BY: T. WALLACE
CHECKED BY:

CITY OF MOBILE
REVIEWED FOR CODE COMPLIANCE
11/22/2022 10:29:49 AM EST
BLDR-UNITS@MOBILEAL.GOV

A110

4' 0 4 8'
SCALE: 1/4 " = 1'-0"



C1 ELEVATION
3/8"= 1'-0"

GANT
GROUP & ASSOCIATES LLC

656 DAUPHIN ST.
MOBILE, ALABAMA 36602
TELEPHONE 251/377-8457

STATE OF ALABAMA
CARTER R. GANT
NO. 5881
REGISTERED ARCHITECT

PRICHARD RENOVATION
1016
BELVEDERE CIRCLE EAST
MOBILE ALABAMA

REVISIONS

NO.	DATE	REMARKS

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SHEET TITLE
ELEVATIONS

JOB NO. 2022-008

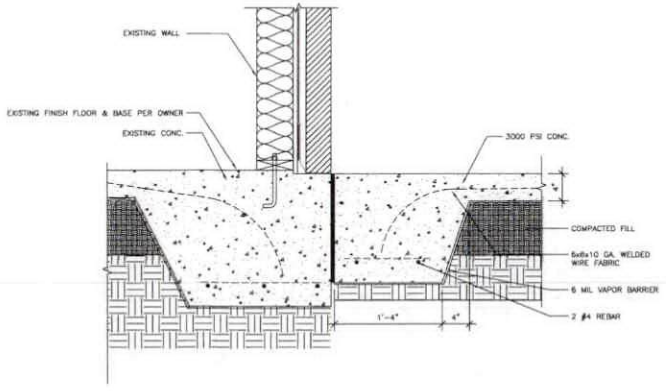
DATE: 10-06-22

DRAWN BY: T. WALLACE

CHECKED BY:

CITY OF MOBILE
REVIEWED FOR CODE COMPLIANCE
11/22/2022 10:08:43 AM

A200



E2 DETAIL @ EXT. WALL (TYP.)
1-1/2"=1'-0"

GANT
GROUP & ASSOCIATES LLC
858 DAUPHIN ST.
MOBILE, ALABAMA 36602
TELEPHONE: 251/377-8457

STATE OF ALABAMA
CARTER H. GANT
NO. 5881
REGISTERED ARCHITECT

PRICHARD RENOVATION
1016
BELVEDERE CIRCLE EAST
MOBILE ALABAMA

REVISIONS

NO.	DATE	REMARKS

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SHEET TITLE
SECTION DETAILS

CITY OF MOBILE
REVIEWED FOR CODE COMPLIANCE
11/22/2022 10:23:43 AM
ALABAMA

JOB NO. 2022-008
DATE: 10-06-22
DRAWN BY: T. WALLACE
CHECKED BY:
SHEET
A310

IRC HVAC LOADS:

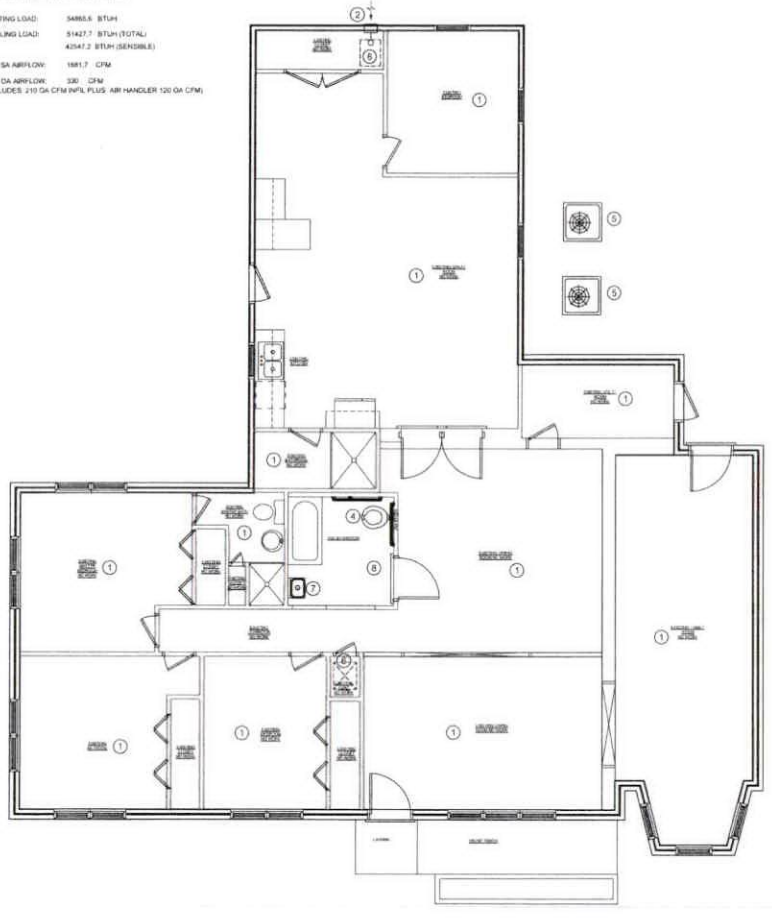
(PER ASHRAE RESIDENTIAL CALCULATIONS)

HEATING LOAD: 54865.6 BTUH

COOLING LOAD: 51427.7 BTUH (TOTAL)
42547.2 BTUH (SENSIBLE)

MIN. SA AIRFLOW: 1681.7 CFM

MIN. OA AIRFLOW: 330 CFM
(INCLUDES .210 OA CFM INFIL PLUS AIR HANDLER 120 OA CFM)



MECHANICAL PLAN
1/4"=1'-0"

SCALE: 1/4" = 1'-0"
4' 0 4' 8'

GENERAL AND HVAC NOTES:

1. THESE DRAWINGS ARE SCHEMATIC IN NATURE AND NOT INTENDED TO SHOW ALL POSSIBLE CONDITIONS. PROVIDE A COMPLETE SYSTEM WITH ALL NECESSARY EQUIPMENT INCLUDING ALL APPURTENANCES AND CONTROLS COMPLETELY COORDINATED WITH ALL DISCIPLINES. ANY ITEMS AND LABOR REQUIRED FOR A COMPLETE SYSTEM IN ACCORDANCE WITH ALL APPLICABLE CODES, STANDARDS, LOCAL AUTHORITIES AND THESE CONTRACT DOCUMENTS SHALL BE FURNISHED. OTHER CODES TO BE ENFORCED INCLUDE 2018 IMC, 2015 IECC AND CHAPTER 11 ENERGY CODES OF 2018 IRC.

2. THE MECHANICAL CONTRACTOR SHALL COORDINATE HIS WORK THROUGH THE GENERAL CONTRACTOR FOR SPECIFIC PLACEMENT FOR ELECTRICAL CONNECTIONS OF MECHANICAL EQUIPMENT.

3. MECHANICAL LAYOUTS ARE SCHEMATIC. PROVIDE ANY ADDITIONAL DROPS, RISERS, STANDARD SMACNA DUCT FITTINGS, OR OFFSETS REQUIRED FOR A COMPLETE INSTALLATION. COORDINATE EXACT ROUTING OF WORK WITH EXISTING BUILDING OBSTRUCTIONS AND ELECTRICAL COORDINATE EXACT LOCATIONS OF CEILING MOUNTED WORK WITH LIGHTS, CEILING GRID, AND OTHER OBSTRUCTIONS.

4. UNLESS OTHERWISE INDICATED, ALL DUCTWORK SHALL BE CONSTRUCTED FOR 2" SMACNA STATIC PRESSURE CLASS.

5. ANY DAMAGES TO BUILDING COMPONENTS ASSOCIATED WITH THIS WORK SHALL BE REPAIRED OR AND REPLACED AS REQUIRED AT THE CONTRACTORS EXPENSE. THIS SHALL INCLUDE BUT NOT LIMITED TO PAINTING, BOLDING, SEALING, WELDING, CLEANING, PATCHING, AND WEATHERIZING.

6. ALL HVAC DUCTWORK IN ATTIC SHALL BE INSULATED WITH A MINIMUM OF R-8 INSULATION. ALL OTHER HVAC DUCTWORK SHALL BE A MINIMUM OF R-6 INSULATION.

7. ALL MECHANICAL EQUIPMENT AND APPURTENANCES SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER INSTRUCTIONS.

8. CONTRACTOR SHALL EXECUTE ALL WORK SO THAT IT PRECEDES WITH THE FOLLOWING:

A. A MINIMUM OF INTERFERENCE WITH OTHER TRADES AND NORMAL FUNCTIONING OF EXISTING FACILITIES AND SERVICES.

B. VERIFY EXACT ROUGH-IN AND FINAL EQUIPMENT REQUIREMENT'S IN FIELD.

C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINAL CONNECTIONS TO PLUMBING FIXTURES AND KITCHEN EQUIPMENT.

D. THE CONTRACTOR SHALL VERIFY THAT ALL PIPING AS SHOWN ON THESE DRAWINGS WILL NOT CONFLICT WITH ANY DRAINS, SCUTTLES, JOINTS, VENTS, EQUIPMENT, ETC.

E. COORDINATE ROUTING AND LOCATIONS OF WASTE AND VENT PIPING WITH ALL OTHER TRADES.

F. THE PLUMBING CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR AND OTHER TRADES ALL REQUIRED OPENINGS AND EXCAVATIONS. ALL REQUIRED OPENINGS IN FOUNDATIONS, FLOORS, WALLS, AND ROOFS SHALL BE DESIGNED INTO THE STRUCTURE INITIALLY BY THE USE OF SLEEVES, CURBS, ETC., CUTTING AND PATCHING SHALL BE HELD TO A MINIMUM.

G. PROVIDE DI-ELECTRIC UNIONS AT ALL DISSIMILAR METAL PIPE CONNECTIONS.

KEY NOTES:

1. EXISTING HVAC WORK TO REMAIN INTACT FOR REUSE.
2. ADD 12"x12" NEW WALL OAI LOUVER WITH 4" INSULATED PLENUM BEHIND. EXTEND NEW 8" GA DUCT TO EXISTING ATTIC AIR HANDLER UNIT.
3. (NOT USED)
4. INSTALL NEW RR EXHAUST FAN. (MODEL: AIRKING EVD OR EQUAL)
5. EXISTING 2.5 TON CONDENSING UNIT.
6. EXISTING HVAC UNIT IN ATTIC OK CLOSET.
7. PROVIDE THERMOSTATIC MIXING VALVES FOR ACCESSIBLE FIXTURE. MIXING VALVES SHALL BE SET TO PROVIDE TEMPERED WATER PER IPC 607. MIXING VALVES SHALL CONFORM TO ASSE 1070. (COORDINATE WITH PLUMBING)
8. NEW HVAC WORK AS REQUIRED FOR RENOVATED AREA.

LEGEND

SYMBOL	ITEM
A.F.F.	ABOVE FINISHED FLOOR
A.L.	ACOUSTICAL LINING
A.M.D.	AUTOMATIC MOTORIZED DAMPER
B.E.	BOTTOM ELEVATION
B.S.	BIRDSCREEN
C.R.	CEILING REGISTER
D.E.	DRYER EXHAUST
E.A.	EXHAUST AIR
EF	EXHAUST FAN
E.R.	EXHAUST REGISTER
F.C.	FLEXIBLE CONNECTION
F.D.	FIRE DAMPER
K.E.F.	KITCHEN HOOD EXHAUST FAN
K.S.F.	KITCHEN HOOD SUPPLY FAN
O.A.	OUTSIDE AIR
O.A.I.	OUTSIDE AIR INTAKE LOUVER
P.C.D.	PERFORATED CEILING DIFFUSER
R.A.	RETURN AIR
R.A.R.	RETURN AIR REGISTER
R.I.V.	ROOF INTAKE VENT
R.G.	RETURN AIR GRILLE
V.D.	VOLUME DAMPER
T	THERMOSTAT
	AUTOMATIC MOTORIZED DAMPER
	VOLUME DAMPER

VENTILATION CALCULATIONS

PER 2018 IMC VENTILATION.
1016 BELVEDERE CIRCLE EAST (17680 C.F.)
MINIMUM INFILTRATION ALLOWED, OTHERWISE VENTILATED BY MECHANICAL MEANS.:

5 ACH X 17680 CF X 1/60 MIN X 1/1800 FPM X 704 FPM X .5 X .65 = 167.3 CFM

CALCULATED ASHRAE RESIDENTIAL INFILTRATION RATE = 212.16 CFM
(MORE THAN 167.3 CFM, MECHANICAL VENTILATION IS NOT REQUIRED)

PER TABLE 403.3.1.1 MINIMUM VENTILATION REQUIREMENTS.

1016 BELVEDERE CIRCLE EAST (17680 C.F.) MINIMUM VENTILATION RATES
0.35 ACH X 17680 CF X 1/60 MIN = 103.1 CFM
15 CFM/P X 22 P = 330 CFM
(MET WITH 210 CFM INFILTRATION AND 120 CFM OA OF AIR HANDLER)

PER 2018 IRC WHOLE HOUSE VENTILATION REQUIREMENTS.

1016 BELVEDERE CIRCLE EAST (17680 C.F.) (2218.9 S.F. + 4 (BED RM)
75 CFM X 1 (100% INTERMITTENT CONTROL) = 75 CFM

DESIGN CONDITIONS:

OUTDOOR	COOLING: 94 DEG F DB / 77 DEG F WB
	HEATING: 25 DEG F DB
INDOOR	COOLING: 75 DEG F DB, 50% RH
	HEATING: 72 DEG F DB

CITY OF MOBILE
REVIEWED FOR CODE COMPLIANCE
Frank A. Palazzo
BUILDING OFFICIAL
ALABAMA

GANT GROUP & ASSOCIATES LLC
6168 CALHOUN RD.
MOBILE, ALABAMA 36693
TELEPHONE: 251/377-9497

ALABAMA LICENSED 19812 PROFESSIONAL ENGINEER

PRICHARD RENOVATION
1016 BELVEDERE CIRCLE EAST
MOBILE, AL 36606
ALABAMA
MOBILE

REVISIONS

NO.	DATE	REMARKS

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SHEET TITLE
MECHANICAL FLOOR PLAN

JOB NO. GANT-PROJECT
DATE: 10/31/2022
DRAWN BY: R. PERSON
CHECKED BY:
SHEET
M101

ABW GROWTH & INCOME FUND 7 LLC
5975 S QUEBEC ST STE 275
CENTENNIAL, CO 80111

ACEVEDO MIGUEL A RODRIGUEZ
2734 BELVEDERE CT
MOBILE, AL 36606

AOT LLC ATTN: REILLY TERRELL
4570 AVRIL CT
MOBILE, AL 36608

ARMSTEAD JERJUAN & CAVONNA R ARMSTEAD
2734 BELVEDERE CIR S
MOBILE, AL 36606

BALDWIN WILLIAM J & LINDA L BALDWIN
885 CONNOLLY AVE
FOLEY, AL 36535

BARRON JANICE B
1019 BELVEDERE CIR E
MOBILE, AL 36606

BATES JAMES LEWIS C/O BRUCE JOHNATHAN & KIMBER BRUCE
1017 BELVEDERE CIR E
MOBILE, AL 36606

BIG SWELL INC, AS TRUSTEE OF THE LIVING TRUST OF HARRIS FRIEDLANDER
P O BOX 352
MOBILE, AL 36601

BROOKS LISA R
2737 BELVEDERE CT
MOBILE, AL 36604

CAT, LLC, AN ALABAMA LLC
85 N SAGE AVE
MOBILE, AL 36607

CHACHAGUA LUIS H
1109 BELVEDERE CIR W
MOBILE, AL 36606

CRAIG ANNIE C
1021 BELVEDERE CIR
MOBILE, AL 36606

DAVIS GLENNA R
1013 BELVEDERE DR
MOBILE, AL 36606

DORTCH ROCHELL
1025 BELVEDERE LOOP
MOBILE, AL 36606

GRANERA ALEXIS CARDONA & KATIE CARDONA GRANERA
2733 BELVEDERE CIR S
MOBILE, AL 36606

HUMPHREY CLINTON M & SCHOOLA M HUMPHREY
1027 BELVEDERE LOOP
MOBILE, AL 36606

JORDAN MARVIN JOSEPH C/O JORDAN MARVIN JOSEPH
2733 BELVEDERE CT
MOBILE, AL 36606

KELLY MELISSA A
1011 BELVEDERE DR
MOBILE, AL 36606

KIRKSEY NIARAH & MARK KIRKSEY
2731 BELVEDERE CIR S
MOBILE, AL 36606

LOCKETT TERRELL M AKA TERRELL LOCKETT &
2736 S BELVEDERE CIR
MOBILE, AL 36606

LOPEZ DAISY & JOSE M RODRIGUEZ VILLAREAL
2721 BELVEDERE LOOP
MOBILE, AL 36606

M & B BUILDERS LLC
PO BOX 2947
MOBILE, AL 36652

MANASSA DEBRA
2728 BELVEDERE CIR S
MOBILE, AL 36606

MOORE ARTHUR L & MATTIE J
1023 BELVEDERE LOOP
MOBILE, AL 36606

MORRIS ANITA
2727 S BELVEDERE CIR
MOBILE, AL 36606

NGUYEN HON HOA & THI VAN NGUYEN, A LIFE ESTATE
1010 E BELVEDERE CIR
MOBILE, AL 36606

NOBLESCORP INC C/O DEVIN NOBLES
5532 LAKEWOOD CIR
SARALAND, AL 36571

PAYNE DAMON & CARLA PAYNE C/O PAYNE CARLA
1018 BELVEDERE CIR E
MOBILE, AL 36606

PERGRIM JULIA J
2735 BELVEDERE CIR S
MOBILE, AL 36606

PHILLIPS KENOSHA
2736 BELVEDERE CT
MOBILE, AL 36606

PRITCHARD TRACY L
1016 E BELVEDERE CIR
MOBILE, AL 36606

PUGH JERRY A
2850 HALLS MILL RD
MOBILE, AL 36606

RODRIGUEZ KATHERINE
2734 BELVEDERE CT
MOBILE, AL 36606

SCOTT DANITA
1025 BELVEDERE CIR E
MOBILE, AL 36608

SCOTT HENRY L SR
1014 BELVEDERE CIR E
MOBILE, AL 36606

SMP PROPERTIES, LLC C/O DEVIN SELLERS
5570 NEVIUS RD
MOBILE, AL 36619

STALLWORTH ELAINE
2732 BELVEDERE CIR SOUTH
MOBILE, AL 36605

TWILLEY R MICHAEL
4017 HENNING DR S
MOBILE, AL 36619

VINSON TIMOTHY L & VERONICA F MOORE-VINSON
1015 E BELVEDERE CIR
MOBILE, AL 36606

WILSON ERICA MICHELE
1905 NAVCO RD
MOBILE, AL 36605

WIMCORP LLC
PO BOX 456
SARDIS, MS 38666

WOODS LARIE B
1009 BELVEDERE DR
MOBILE, AL 36606

YANCEY TERNELL Y & JULUIS YANCEY III
2737 BELVEDERE CIR S
MOBILE, AL 36606

Planning Commission
December 7, 2023

Agenda Item # 3

ZON-CUP-002703-2023

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

Applicant Materials for Consideration

DETAILS

Location:
1016 Belvedere Circle East

Property Owner:
Tracy L. Pritchard

Current Zoning:
R-1, Single-Family Residential Suburban

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Conditional Use Permit approval to allow a home-based child day care for 7-12 children in an R-1, Single-Family Residential Suburban District.

Commission Considerations:

1. To allow a home-based daycare with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by single family residential units.

APPLICATION NUMBER 3 DATE December 7, 2023

APPLICANT Tracy L. Pritchard

REQUEST Conditional Use Permit

N

NTS

SITE HISTORY

The site was included in a 47-lot subdivision for Belvedere Park Unit 2, which was approved by the Planning Commission at its August 8, 1957 meeting.

There have been no other Planning Commission or Board of Zoning Adjustment applications associated with the site.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

The adopted fire code of the City of Mobile, International Fire Code 2021 Edition, defines a commercial daycare as an I-4 occupancy -definition- buildings and structures occupied by more than five persons of any age who receive custodial care for less than 24 hours by persons other than parents or guardians; relatives by blood, marriage, or adoption; and in a place other than the home of the person cared for.

The adopted Fire Code states that all Group I occupancies require a sprinkler system to be installed.

There is an exception to this rule, which states that a sprinkler system is not required if the day care is at the level of exit discharge and where every room where care is provided has not fewer than one exterior exit door. This exception changes the occupancy classification to that of an E-day care facility.

Whether the classification is that of an I or E providing care for more than 5 children makes the facility a commercial business and will require building permits to meet all code requirements. A pre-development meeting is recommended to assist the owner in understanding what will be required to open such a facility inside a private residence.

Planning Comments:

The applicant wishes to operate a home-based daycare for seven (7) to twelve (12) children. The applicant's narrative justifying their request can be viewed using the link on Page 1 of this report.

Home-based daycares are required to provide off-street parking spaces in the amount of two (2) per dwelling unit, one (1) per each employee who does not live at the location, and one (1) space for every three (3) children. The applicant states there will be one (1) employee who does not live at the location, thus requiring a minimum of seven (7) spaces. The site plan submitted does not depict any compliant parking spaces, or maneuvering area. However, it does illustrate two existing concrete driveways which encompass approximately 999 square feet of parking area. It should be noted that the site plan does not illustrate any handicap accessible parking, as may be required by the Building Code.

The applicant has advised that the hours of operation for the daycare will be 24 hours a day, Monday through Friday. It should be noted that if the applicant wishes to increase their hours of operation in the future (to include weekends), a new Conditional Use Permit application will be required.

The submitted site plan illustrates an outdoor play area enclosed by a fence, as is required of home-based daycares; however, the site plan does not illustrate the height of the existing fencing. As such, if approved, the site plan should be revised to illustrate a compliant four-foot (4') tall fence.

It should be noted that, if approved, the proposed daycare will be required to comply with Building, Plumbing, Electrical, and Mechanical Codes, in addition to Fire and Health Department requirements, with all appropriate permits and inspections.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.
11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

In addition to the general standards of review above, there are criteria specific to home-based daycares with between 7-12 children, which include:

1. All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
2. The following minimum amount of off-street parking must be provided:

   (a) The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
   (b) One (1) space for reach employee who is not a full-time permanent resident of the home; plus
   (c) One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

3. The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required by applicable regulations of the Department of Human Resources.
4. The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required by applicable regulations of the Department of Human Resources.
5. The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height.
6. The home must be the primary residence of the operator of the daycare.

Considerations:

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following findings of fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.

10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If the application is considered for approval, it should be subject to the following conditions:

1) Revision of the site plan to illustrate compliant parking;
2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3) Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
4) Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 3 DATE December 7, 2023

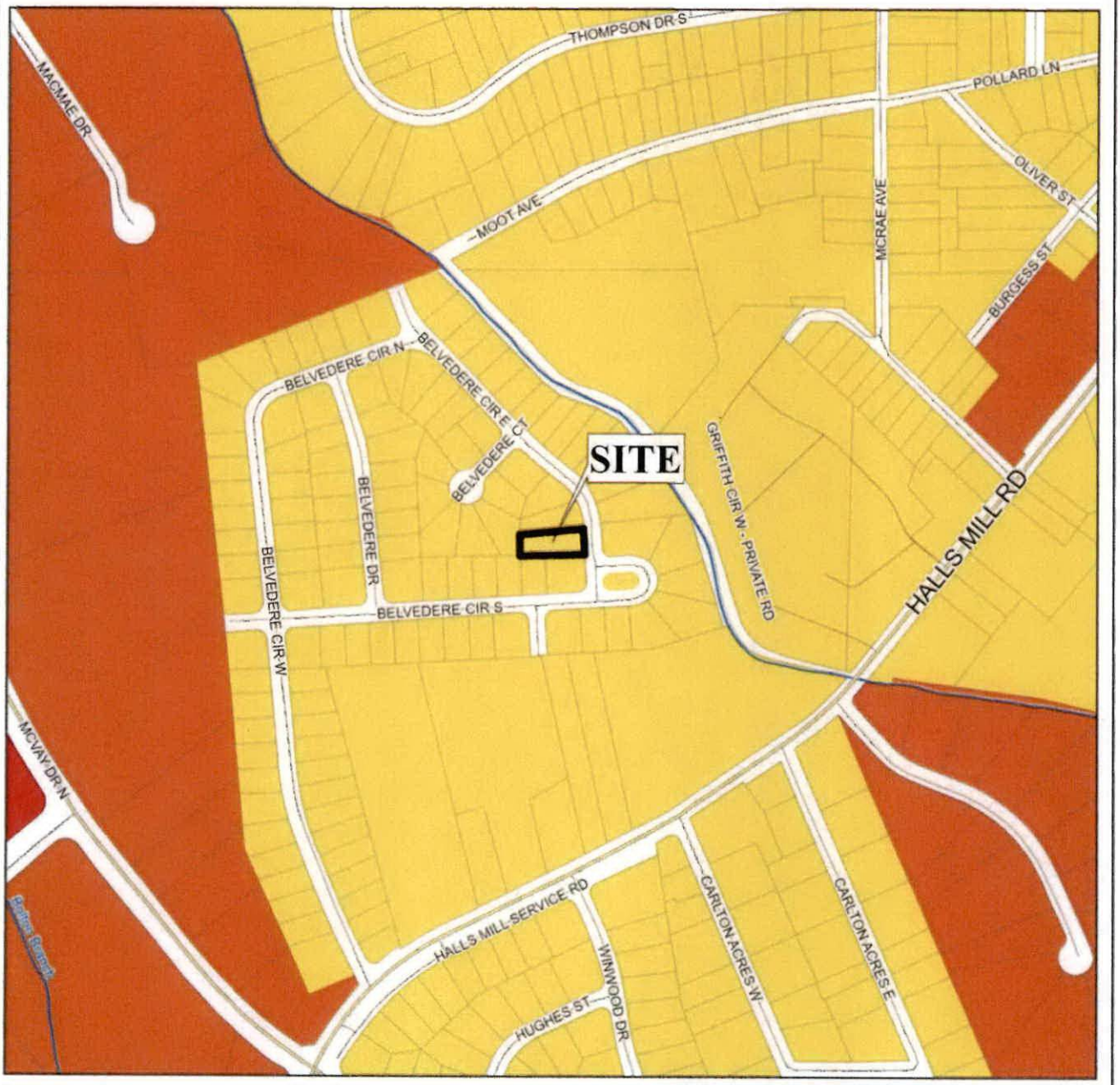
APPLICANT Tracy L. Pritchard

REQUEST Conditional Use Permit

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 3 DATE December 7, 2023

APPLICANT Tracy L. Pritchard

REQUEST Conditional Use Permit

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by single family residential units.

APPLICATION NUMBER 3 DATE December 7, 2023

APPLICANT Tracy L. Pritchard

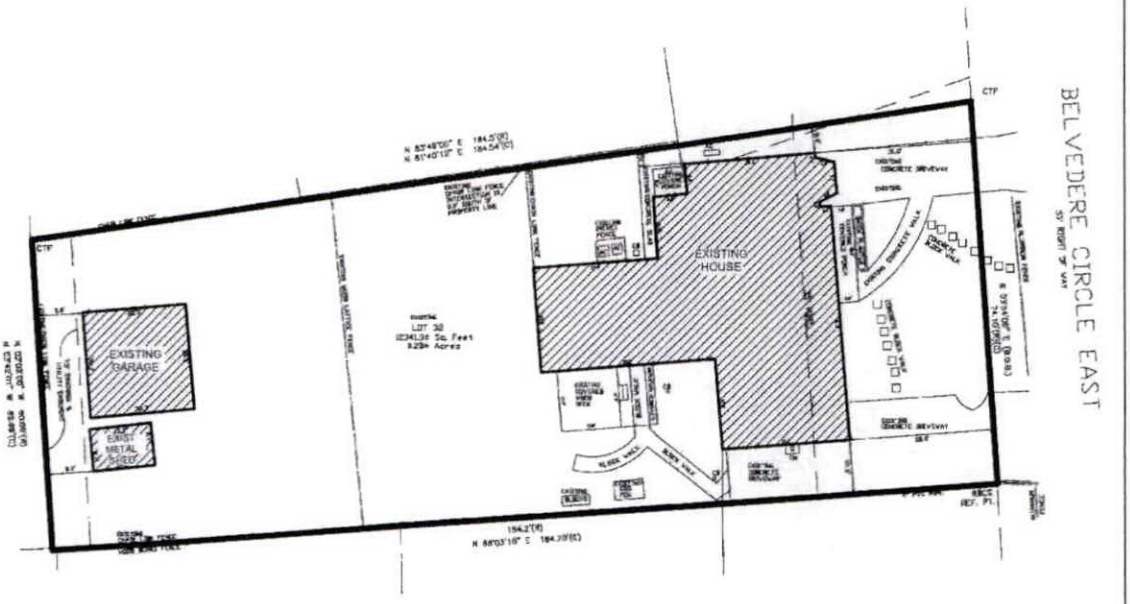
REQUEST Conditional Use Permit

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



The site plan illustrates the existing house, garage, shed, walks, and fencing.

APPLICATION NUMBER 3 DATE December 7, 2023	N
APPLICANT Tracy L. Pritchard	
REQUEST Conditional Use Permit	NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (W/DW/RU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

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

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

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	12/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 2:09 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planning Approval located at
3650, 3704, 3708, and 3758 Spring Hill Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 6th day of February, 2024 at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning approval located at 3650, 3704, 3708, and 3758 Spring Hill Avenue.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on May 7, 2020 to amend a previously approved Master Plan for an existing church and school in an R-1, Single-Family Residential District to allow an expansion of the site on property located 3650, 3704, 3708, & 3758 Spring Hill Avenue and described as follows:

LOT 1, RESUBDIVISION OF SAINT IGNATIUS PARISH SUBDIVISION, AS RECORDED IN MAP BOOK 125, PAGE 100 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on October 31, 2023 to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 7, 2023 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;

B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 6th day of February, 2024 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 10th day of January, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 3650, 3704, 3708, & 3758 Spring Hill Avenue.

The proposed amendment will modify a Planning Approval that was approved for said location on May 7, 2020. The owner of said property has applied for a Major Modification of the Planning Approval to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District. If approved, the Major Modification will amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council; 2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 3. Full compliance with all municipal codes and ordinances

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

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

WHEREAS, a Planning Approval was approved on May 7, 2020 to amend a previously approved Master Plan for an existing church and school in an R-1, Single-Family Residential District to allow an expansion of the site on property located 3650, 3704, 3708, & 3758 Spring Hill Avenue and described as follows:

LOT 1, RESUBDIVISION OF SAINT IGNATIUS PARISH SUBDIVISION, AS RECORDED IN MAP BOOK 125, PAGE 100 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on October 31, 2023 to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 7, 2023 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and

H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

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

Adopted:

_____

Lisa Lambert, City Clerk

Father Bry Shields, St. Ignatius Parish, Mobile
3650, 3704, 3708, & 3758 Spring Hill Avenue
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 27, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of December 7, 2023 considered the request of Father Bry Shields, St. Ignatius Parish, Mobile, for a Major Modification of a previously approved Planning Approval to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District for the property located at 3650, 3704, 3708, & 3758 Spring Hill Avenue.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 8, 2023

Father Bry Shields
St. Ignatius Parish, Mobile
3704 Spring Hill Avenue
Mobile, Alabama 36608

Re: 3650, 3704, 3708, and 3758 Spring Hill Avenue
MOD-002715-2023
Father Bry Shields, St. Ignatius Parish, Mobile
District 7
Modification of a previously approved Planning Approval to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

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

At its meeting on December 7, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planning Approval Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request is will not impede the orderly development and improvement of surrounding property;
D. The request is will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
E. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
G. The request shall not be detrimental or endanger the public health, safety or general welfare.
H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

The advertising fee for this application based on the current legal description is $348.08. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Bert Hoffman
Deputy Director Planning and Zoning

7. PROJECT DESCRIPTION

The proposed Master Plan for the St. Ignatius and School includes new construction, renovations and additions to existing buildings, and the demolition of several existing buildings. The intent of the project is to meet the present and long term needs of a well-established institutional facility located in the suburban neighborhood along Spring Hill Avenue.

St. Ignatius Church is located on approximately 13.27 acres (578,088 SF) at 3650 Spring Hill Avenue. Present zoning is R-1 and Parcel ID Number is 00439779/R022801123002915. The property has served as a Church and Catholic School since 1953. Church services were held in various locations until 1978 when the first phase of the church was constructed. Additional seating was added in 1991. The following is a list of existing buildings resulting from an assessment study completed in 2016.

New Church	**RECENT CONSTRUCTION**
Murray Building (2 story, Middle School K-6 education)	**RETAIN**
Gymnasium, Stage, Cafeteria, and Classroom Building	**RETAIN**
Education Building (2 story, Pre K, 7th and 8th grades)	**RETAIN**
Pre K 3 year olds	**RETAIN**
Mother's Day Out/Toddlers/Cribs	**DEMOLISH**
Mother's Day Out/2 year old	**DEMOLISH**
Marian Center (Parish Hall)	**RETAIN**
Old Church	**RETAIN**
Church Administration/Rectory (2 story)	**RETAIN**
Chapel	**RETAIN**
Frassati Youth Center	**RETAIN**

The present Church seats approximately 750 Parishioners. The Master Plan includes a new church of approximately the same capacity, seating 744. This Church was completed in 2021 and the Church Activity Building was demolished in that phase of work. The present School includes Early Learning and Mother's Day Out classes through 8th grade with a total capacity of 600 students and 32 teachers.

Early Learning Center (ELC): 40

PreK2: 36	PreK3: 50	PreK4: 45	Kindergarten: 39
1st Grade:: 47	2nd Grade: 39	3rd Grade: 49	4th Grade: 53
5th Grade: 52	6th Grade: 48	7th Grade: 45	8th Grade: 50

Total: 593 students present attendance

The Master Plan will allow for a slight increase (30 students) in the Early Learning program for a total capacity of 630 students and 35 teachers. The present site includes parking for 270 parking spaces. The Master Plan will include 266 parking spaces as well, including 4 handicap spaces.

PROJECT SEQUENCE ONE **September 2019 thru June 2021**

1. **Sequence One A:** Demolish the present south portion of the "Strip Mall", taking care to retain utilities to the site and to the north Strip Mall. The four rooms in the north Strip Mall will remain available for Church use during most of the new church construction. Demolish a portion of the existing parking area adjacent to the Education Building and Gym and create a temporary parking and drop off plan for the school and gym. This will allow the extent of the construction site to be created for the new church building. The existing church building will remain in operation through the new church construction period.
2. **Sequence One B:** Construct the new church building on the new site. The construction time for the church is about sixteen months. Consideration must be given for the timing of the addition to the existing church building intended to accommodate the connecting corridor, sacristy, bride's room, nursery, and restrooms. Relocation of existing church mechanical units is necessary for the connector. Demolish the north Strip Mall so that a portion of the new parking and driveway plan

REVISED 11·17·23

may be constructed. Dedicate and occupy the new Church and deconsecrate the existing church building.

PROJECT SEQUENCE TWO **May 2024 thru March 2025**

3. **Sequence Two A:** The demolition of two existing buildings presently used for Mother's Day Out, both residential type construction to allow for the construction of a new single story Early Learning Center for the Church School grades K1 through K4. The existing Middle School building will remain and the existing building for Pre K 3 year olds will also remain and be used for Babies and Mother's Day Out. A new Pavilion with restrooms is also to be constructed.

BUILDING HEIGHT **57 FEET CHURCH EAVE & 88 FEET CHURCH TOWER**
ALL OTHER BUILDINGS ARE LESS THAN 35 FEET

LAND USE STATISTICS

New Church (2021)	12,510 sf	2.2%	2,010 sf balcony
New Early Learning Center	12.525 sf	1.1%	
New Covered Pavilion	1,970 sf	.3%	
Old Church	13,175 sf	1.9%	
Middle School	6,800 sf flr 1	1.2%	6,800 sf flr 2
Marion Center	2,815 sf	.5%	
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Murray Building	19,055 sf flr 1	3.3%	18,212 sf flr 2
Administration Building & Chapel	4,485 sf	.6%	2,825 sf
SUB TOTAL	**97,750 sf**		**29,847 sf**
TOTAL BUILDING AREA ALL FLOORS			**127,597 sf**
Asphalt Paving	approx. 124,890 sf	21.5%	
Concrete walks and pads	approx. 42,720 sf	7.4%	
Landscape Area	approx. 312,728 sf	51.4%	
TOTAL LAND USE	**578,088 sf**	**100%**	

PARKING STATISTICS

Day Care/Preschool	**2 per classroom**	**14 x 2 =**	**28**	
	Subtotal		**28**	**spaces**
Church	**1 per 150 sf seating**	**4,400**	**30**	
	1 per 500 sf other	**10120**	**21**	
	Subtotal		**51**	**spaces**
Elementary School	**2 per classroom**	**24 x 2 =**	**48**	
	Subtotal		**48**	**spaces**
	Total required		**127**	**spaces**
Actual parking count	**North Lot**		**94**	
	Central Lot		**109**	
	West Lot		**33**	
	Total on site		**236**	**spaces**

REVISED 11·17·23

MOBILE CITY PLANNING COMMISSION
November 13, 2023
PUBLIC HEARING NOTICE

Re: 3650, 3704, & 3758 Spring Hill Avenue
MOD-002715-2023
Father Bry Shields, St. Ignatius Parish, Mobile, Alabama
District 7
Modification of a previously approved Planning Approval to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, December 7, 2023, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, December 6, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
November 13, 2023
PUBLIC HEARING NOTICE

Re: 3650, 3704, & 3758 Spring Hill Avenue
MOD-002715-2023
Father Bry Shields, St. Ignatius Parish, Mobile, Alabama
District 7
Modification of a previously approved Planning Approval to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise proper owners within 300 feet, as required by the City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, December 7, 2023, at 2:00 p.m., to consider the above referenced application.

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

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

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

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P.O. Box 1827
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Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, December 6, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Father Bry Shields	
Firm:	St. Ignatius Parish, Mobile	
Phone:	251-342-9221	
Email:	shieldsb@mcgill-toolen.org	
Address:	3704 Springhill Ave. Mobile, AL 36608	

	Owner	Design Professional
Name:	ST IGNATIUS PARISH, MOBILE	Thomas E. Latham, P.E.
Firm:		Clark, Geer, Latham & Associates, Inc.
Phone:	251-342-9221	251-344-7073
Email:		tlatham@cglengineers.com
Address:	3704 Springhill Ave. Mobile, AL 36602	3901 Springhill Ave. Mobile, AL 36608

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

3650 Springhill Ave. Mobile, AL 36608 — Property Address

13.3 AC — Property Area (acres or square feet)

00439779 / 00435372 — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

R-1 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

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

N/A FOR MODIFICATION -LOGAN ANDERSON

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ■ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Wm J Skonecki — 10/31/23

Owner Signature REV MSGR WILLIAM J SKONEKI, PRESIDENT — Date

Applicant or Agent Signature (if applicable) — Date

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

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

Applicant or Agent Signature — Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   The project maintains a strong neighborhood presence and responds to the visual and functional needs of the public realm along Spring Hill corridor. The ELC expands on the existing campus Master Plan that is welcoming and attractive. The ELC is an infill project that creates high-quality design to serve the needs of the pre-school population and the new building will replace two existing residential type structures that do not contribute to the campus design character.

   Institutional

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   As shown with the previous phase of work which included the new Church, there has been great effort with the Master Planning of the Site to blend into the surrounding neighborhood while understanding that the Church is a neighborhood landmark. The architecture of the new ELC uses the same materials and will be of a scale that relates to the campus and will not have any negative effect on the surrounding neighbors.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   As the Church property is very large with clear borders that are well maintained and landscaped to form a buffer for the adjacent properties, there will be no negative impacts on the development or improvement of those properties. In fact the Church growth should actually enhance the adjacent property.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

The Early Learning Center will be 23'-6" tall measured from surrounding grade. The exterior is brick masonry and the roof is architectural asphalt shingles.

The building is located between the present gym and the existing two story education building.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

The entire site is intensely landscaped and well maintained. The new ELC will include a continuation of that landscape design to include some areas of sod

and some shrubs along the perimeter with connections in between to the existing and proposed new play ground.

☐ Lighting:

New lighting on the building will be a the covered canopy entrance. All other site lighting already exists in the parking areas constructed in the previous phase.

☐ Hours of operation:

8 hours/day 5 days a week. Open for church service on Sunday

☐ Other conditions that are unique to the use of the property:

The school functions presently exists. This project improved the facilities such that safety and security for children and staff is enhanced.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The site is presently used for school operations so there will be no new activity different then the present use and should not cause

any noxious of offensive elements that may be detrimental to the public health, safety or general welfare.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

Educating our young children is a primary focus to ensure a community longevity. This project provides state of the art enhancements

to better education at a very early age our future leaders.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: St. Ignatius Parish, Mobile - Early Learning Center

Address: 3650 Springhill Ave. Mobile, AL 36608

Owner: Rev. W. Bry Shields, Archdiocese of Mobile

Address: 3704 Springhill Ave, Mobile AL Zip Code: 36608

Phone: 251-342-9221 Fax: _____ Email: shieldsb@mcgill-toolen.org

Authorized Agent: Clark, Geer, Latham & Associates c/o Thomas E. Latham, P.E.

Address: 3901 Springhill Ave, Mobile AL Zip Code: 36608

Phone: 251-344-7073 Fax: 251-343-9179 Email: tlatham@cglengineers.com

Contractor: Ben M. Radcliff Contractor, Inc.

Address: 3456 Halls Mill Rd. Mobile, AL Zip Code: 36693

Phone: 251-666-7252 Fax: 251-666-7364 Email: andrew@benradcliff.com

Civil Engineer: Clark, Geer, Latham & Associates c/o Thomas E. Latham, P.E.

Address: 3901 Springhill Ave, Mobile AL Zip Code: 36608

Phone: 251-344-7073 Fax: 251-343-9179 Email: tlatham@cglengineers.com

Architect: Quina Grundhoefer Architects c/o Carter Quina

Address: 400 West Romana Street, Pensacola, FL Zip Code: 32501

Phone: 850-433-5575 Fax: _____ Email: cquina@qgarchitects.com

Submitted by:

Signature: _____ Print: Thomas E. Latham, P.E.

Date: 10/26/2023 Affiliation to project/Organization: Authorized Agent/Civil Engineer

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Rev. MSGR William J Skoneki, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of St. Ignatius Parish -Mobile, a corporation for the property located within the city limits of Mobile, Alabama at 3650 Springhill Ave.

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

Thomas E. Latham, P.E. (CGL) Designee (1)	Designee (2)
tlatham@cglengineers.com Email	Email
251-344-7073 Phone Number	Phone Number
Signature of Company Owner PRESIDENT	11/06/2023 Date

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Rev. MSGR William J Skoneki, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 3650 Springhill Ave.

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

Thomas E. Latham, P.E. (CGL)	
Designee (1)	Designee (2)
tlatham@cglengineers.com	
Email	Email
251-344-7073	
Phone Number	Phone Number
Signature of Property Owner PRESIDENT	11/06/23
	Date

Applicant/Owner Authorization and Contact Information

Applicant: St. Ignatius Parish, Mobile

Full Address: 3704 Springhill Ave. Mobile, AL 36608

Telephone: (251)-342-9221

Email: shieldsb@mcgill-toolen.org

Owner: ST IGNATIUS PARISH, MOBILE

REV MSGR WILLIAM J. SKONIECZNY, PRESIDENT
Owner Signature

10/31/23
Date

St Ignatius Catholic Church and School
3650 SpringHill Avenue
Mobile, Alabama

1.Proposal Alignment with Map for Mobile:
The proposed new Early Learning Center for St. Ignatius Catholic Church and School is a new 12,500 square foot single-story building to be constructed on a portion of the campus currently occupied by two residential type structures, modified for use as a Nursery. The site location for the new ELC is consistent with the goals and objectives of the Master Plan approved in 2018 by the Mobile Planning Commission.

Using the Map for Mobile: Framework for Growth Planning Initiative as our guide, the project maintains a strong neighborhood presence and connection and responds to the visual and functional needs of the public realm along the Spring Hill corridor. The ELC project expands on the existing campus setting and will be more welcoming and attractive. The project is an infill project that creates a high-quality design while maintaining a slight increase of student capacity. The new ELC will allow for 267 children which will result in a total student population of 650.

2.Proposal Compatibility with the Surrounding Neighborhood:

The new building is located in the central portion of the present Church and School campus and will have a minimal impact on the streetscape or the neighbors. The design of the single-story structure will maintain the architectural character of existing buildings with inspiration from the recently completed new Church building. Materials will include brick and gracious window openings. A sloped roof will be similar to other buildings on campus. The impact to the neighborhood should be very positive as the campus has been a landmark property in the area.

3.Proposal Impact on Adjacent Properties:

As the construction of the proposed new ELC is within the existing campus and is compatible with the approved Master Site Development Plan, there will be no impacts on adjacent properties. There will no new vehicular access points and no new parking. There were many positive impacts on the adjacent properties with the implementation of Sequence One for the new Church, some described as follows:

1. Reduced the number of curb cuts for vehicular access to Spring Hill Avenue.
2. Relocated the main entry drive further away from intersection of Spring Hill and Tuthill Lanes.
3. Improvements were made to sidewalks along Spring Hill Avenue.
4. ADA accessible curb cuts were installed at all sidewalks along Spring Hill Avenue.
5. Retained most of the many heritage oak trees on site.
6. Retained over 50% of the site in natural landscaped setting.
7. Placed new trees in appropriate street scape and site plan locations using Right Tree in the Right Place philosophy.
8. Modified the existing street lighting to further enhance the campus.
9. Reduced the amount of unused paving along Tuthill Lane.
10. Improved sidewalks along Tuthill Lane.
11. Installed ADA accessible curb cuts at all sidewalks along Tuthill Lane.
12. Installed new bike racks.
13. Installed new site parking with extensive landscaping.

400 West Romana Street ▪ Pensacola, Florida 32502
(850) 433 5575 (Fax) 433 5366 Email: qg@qgarchitects.com

14. The new site parking design included a through street improving vehicle ingress/egress.
15. The new site plan created a park like courtyard adjacent to the public right of way on Spring Hill.
16. The new Church building design was oriented towards street frontage and the public realm.
17. The new Church building was constructed of high quality, permanent materials.
18. The overall campus master plan is consistent and physically and visually links the campus.

6.Additional Information:

The new ELC is located in the center of campus and is 23 feet tall and will be brick exterior with sloped asphalt shingle roof. Windows to be aluminum framed with insulated glass.

New landscaping will follow the present master plan with oak trees and shrubs in the areas adjacent and around the building. Existing oak trees to remain where possible.

Hours of Operation is typically 12 to 14 hours per day.

The property is already used for a church and school and this proposal maintains those operations.

7. Proposal to minimize offensive elements:

The new ELC is a school for children and should not create any offensive elements of any nature and should not create any elements detrimental to public health or safety or general welfare.

8.Proposal in community interest:

The new ELC building will provide state-of-the-art facilities for day care and children's education. Many young families will benefit from the convenience of quality of care and education received at St. Ignatius. There is a need for quality children's educational facilities in most communities and it is well in the interest of the City of Mobile to allow for this new facility.

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(850) 433 5575 (Fax) 433 5366 Email: qg@qgarchitects.com

St. Ignatius Parish Legal Description

STATE OF ALABAMA

CITY OF MOBILE

LOT 1, RESUBDIVISION OF SAINT IGNATIUS PARISH SUBDIVISION, AS RECORDED IN MAP BOOK 125, PAGE 100 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

7. PROJECT DESCRIPTION

The proposed Master Plan for the St. Ignatius and School includes new construction, renovations and additions to existing buildings, and the demolition of several existing buildings. The intent of the project is to meet the present and long term needs of a well-established institutional facility located in the suburban neighborhood along Spring Hill Avenue.

St. Ignatius Church is located on approximately 13.27 acres (578,088 SF) at 3650 Spring Hill Avenue. Present zoning is R-1 and Parcel ID Number is 00439779/R022801123002915. The property has served as a Church and Catholic School since 1953. Church services were held in various locations until 1978 when the first phase of the church was constructed. Additional seating was added in 1991. The following is a list of existing buildings resulting from an assessment study completed in 2016.

New Church	**RECENT CONSTRUCTION**
Murray Building (2 story, Middle School K-6 education)	**RETAIN**
Gymnasium, Stage, Cafeteria, and Classroom Building	**RETAIN**
Education Building (2 story, Pre K, 7th and 8th grades)	**RETAIN**
Pre K 3 year olds	**RETAIN**
Mother's Day Out/Toddlers/Cribs	**DEMOLISH**
Mother's Day Out/2 year old	**DEMOLISH**
Marian Center (Parish Hall)	**RETAIN**
Old Church	**RETAIN**
Church Administration/Rectory (2 story)	**RETAIN**
Chapel	**RETAIN**
Frassati Youth Center	**RETAIN**

The present Church seats approximately 750 Parishioners. The Master Plan includes a new church of approximately the same capacity, seating 744. This Church was completed in 2021 and the Church Activity Building was demolished in that phase of work. The present School includes Early Learning and Mother's Day Out classes through 8th grade with a total capacity of 600 students and 32 teachers.

Early Learning Center (ELC): 40

PreK2: 36	PreK3: 50	PreK4: 45	Kindergarten: 39
1st Grade:: 47	2nd Grade: 39	3rd Grade: 49	4th Grade: 53
5th Grade: 52	6th Grade: 48	7th Grade: 45	8th Grade: 50

Total: 593 students present attendance

The Master Plan will allow for a slight increase (30 students) in the Early Learning program for a total capacity of 630 students and 35 teachers. The present site includes parking for 270 parking spaces. The Master Plan will include 266 parking spaces as well, including 4 handicap spaces.

PROJECT SEQUENCE ONE **September 2019 thru June 2021**

1. **Sequence One A:** Demolish the present south portion of the "Strip Mall", taking care to retain utilities to the site and to the north Strip Mall. The four rooms in the north Strip Mall will remain available for Church use during most of the new church construction. Demolish a portion of the existing parking area adjacent to the Education Building and Gym and create a temporary parking and drop off plan for the school and gym. This will allow the extent of the construction site to be created for the new church building. The existing church building will remain in operation through the new church construction period.
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may be constructed. Dedicate and occupy the new Church and deconsecrate the existing church building.

PROJECT SEQUENCE TWO **May 2024 thru March 2025**

3. **Sequence Two A:** The demolition of two existing buildings presently used for Mother's Day Out, both residential type construction to allow for the construction of a new single story Early Learning Center for the Church School grades K1 through K4. The existing Middle School building will remain and the existing building for Pre K 3 year olds will also remain and be used for Babies and Mother's Day Out. A new Pavilion with restrooms is also to be constructed.

BUILDING HEIGHT **57 FEET CHURCH EAVE & 88 FEET CHURCH TOWER**
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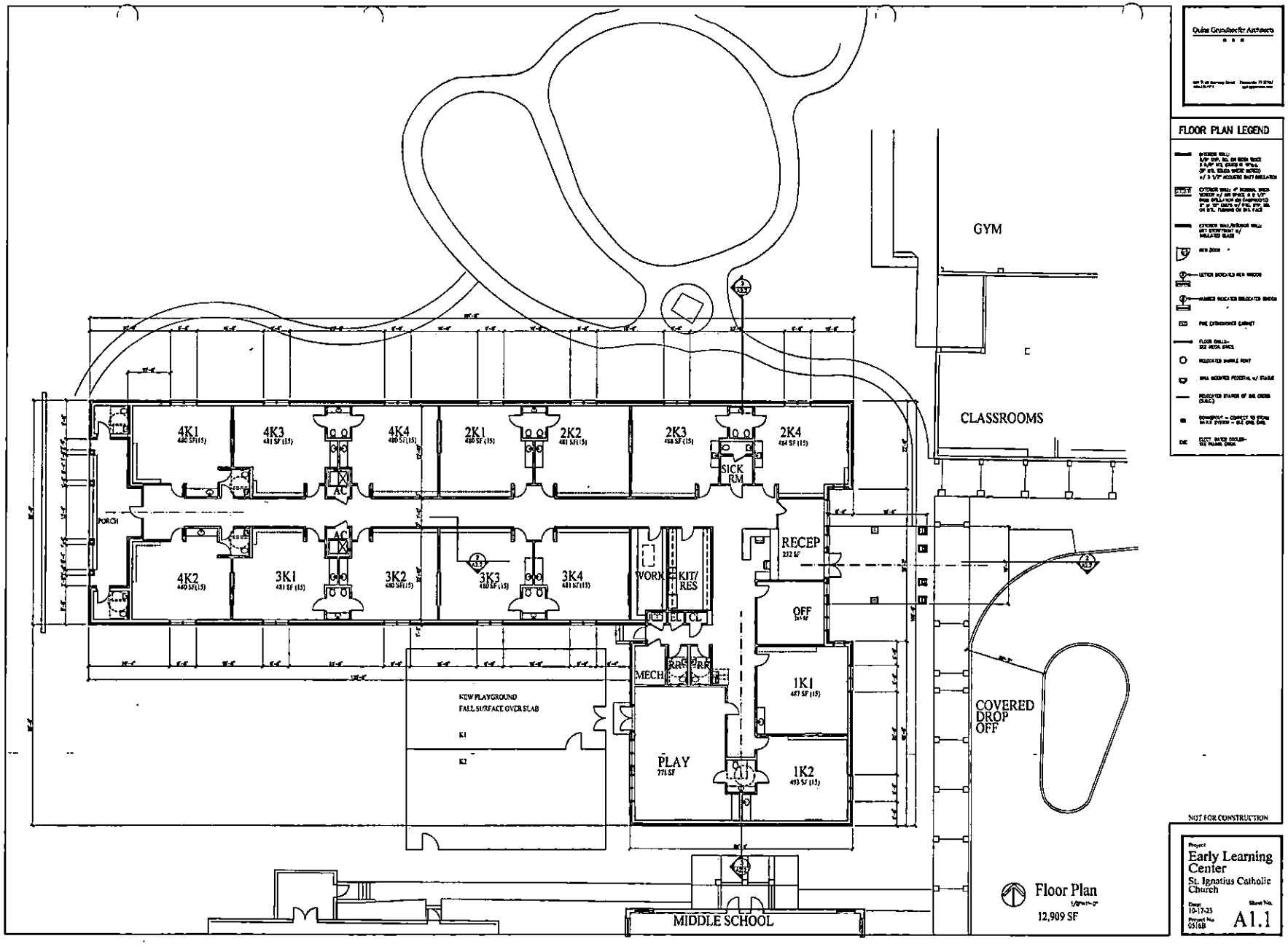
LAND USE STATISTICS

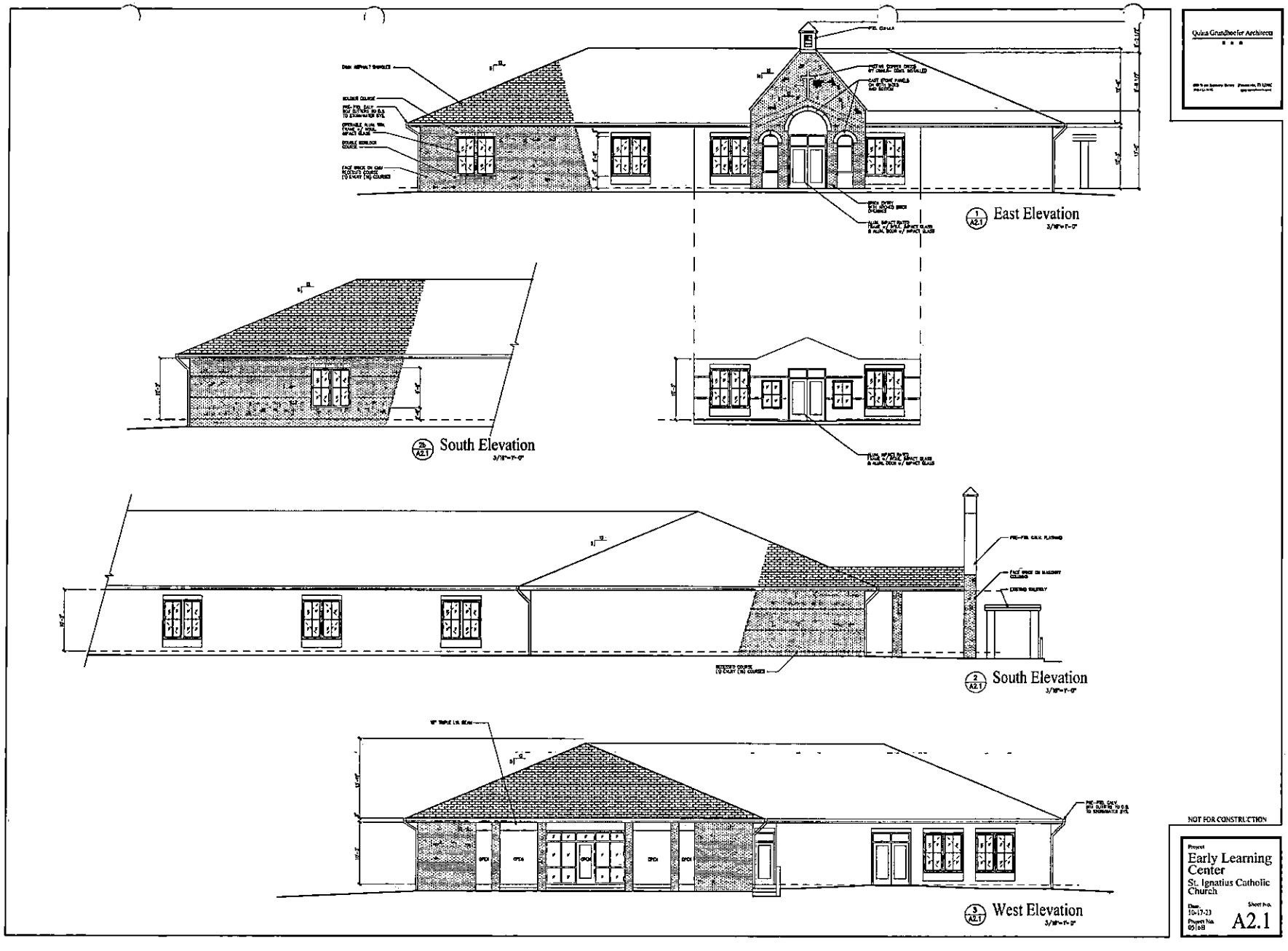
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Landscape Area	approx. 312,728 sf	51.4%
TOTAL LAND USE	**578,088 sf**	**100%**

PARKING STATISTICS

Church: Parking requires 1 space per 4 seats in Church
744/4 = 186 parking spaces required.
School: Parking requires 1 ½ space per teaching station.
38 x 1.5 = 57 spaces.
Total required 243
238 Provided.


GYM
CLASSROOMS
4K1
4K3
4K4
2K1
2K2
2K3
2K4
SICK RM
AC
PORCH
4K2
3K1
3K2
3K3
3K4
WORK
KIT/ RES
EL
CL
RECEP
OFF
MECH
RR
RR
1K1
1K2
PLAY
NEW PLAYGROUND
FALL SURFACE OVER SLAB
K1
K2
COVERED DROP OFF
MIDDLE SCHOOL
Floor Plan
12,909 SF
FLOOR PLAN LEGEND
NOT FOR CONSTRUCTION
Project
Early Learning Center
St. Ignatius Catholic Church
Date
10-17-23
Project No.
0518B
Sheet No.
A1.1



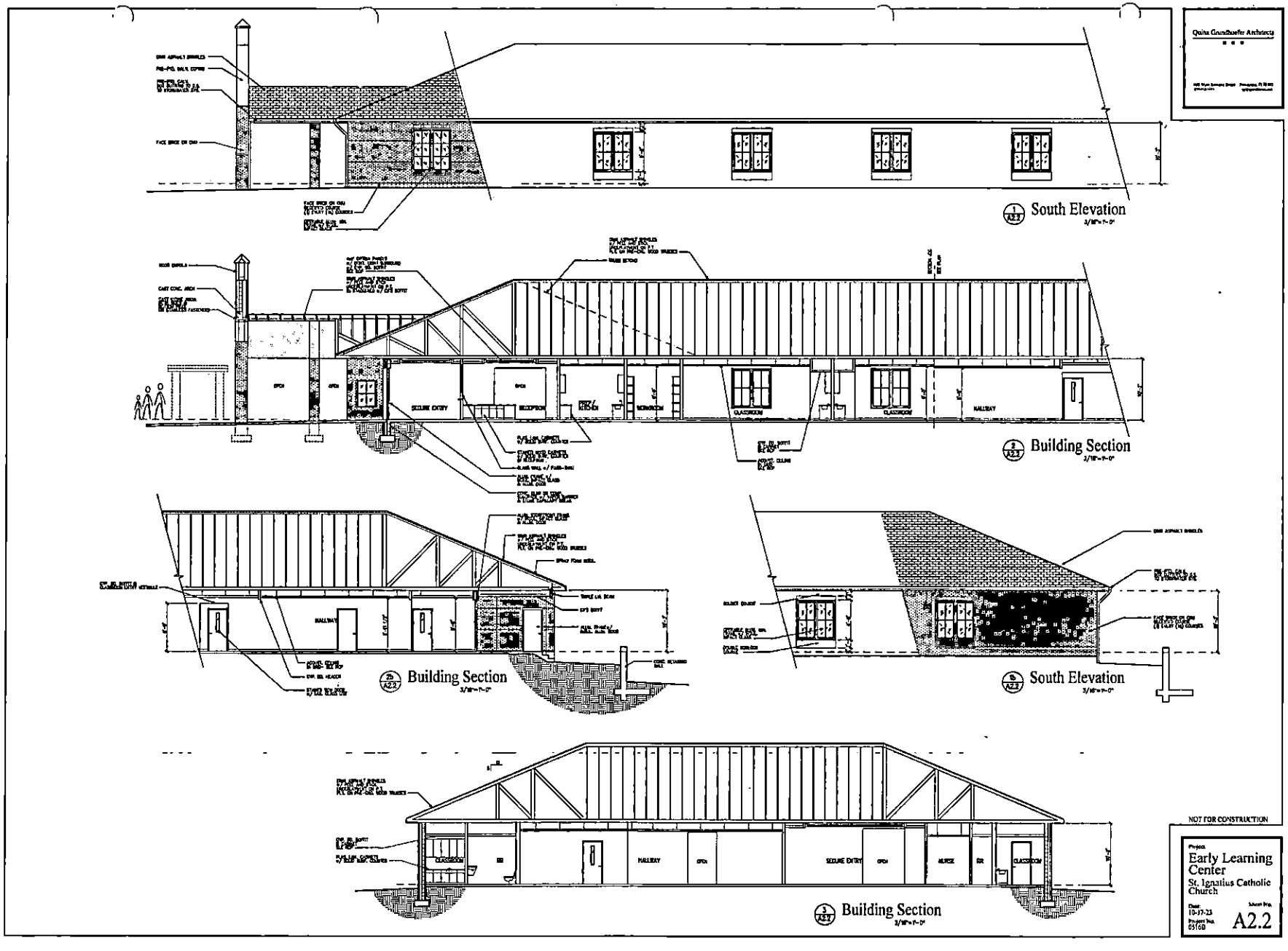
Quiza Grandbeefer Architects

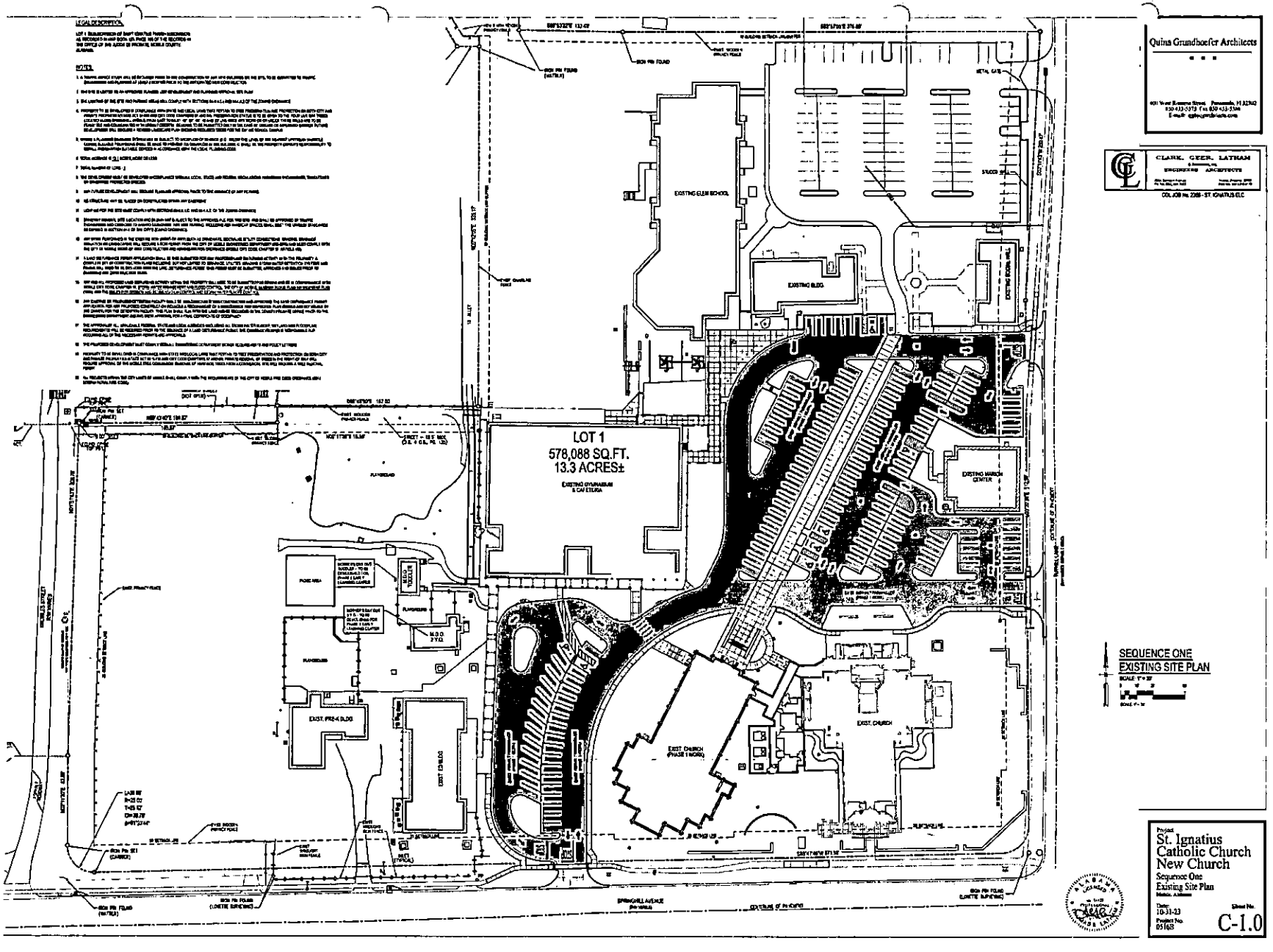
NOT FOR CONSTRUCTION

Project
Early Learning Center
St. Ignatius Catholic Church

Date: 10-17-23
Project No. 0518

Sheet No. A2.1


South Elevation
Building Section
Building Section
South Elevation
Building Section
NOT FOR CONSTRUCTION
Early Learning Center
St. Ignatius Catholic Church
A2.2



Quina Grundhoefer Architects

CLARK, GEER, LATHAM
ENGINEERS ARCHITECTS

COL JOB No. 2308 - ST. IGNATIUS ELC

SEQUENCE ONE
EXISTING SITE PLAN

Project
St. Ignatius Catholic Church New Church
Sequence One
Existing Site Plan

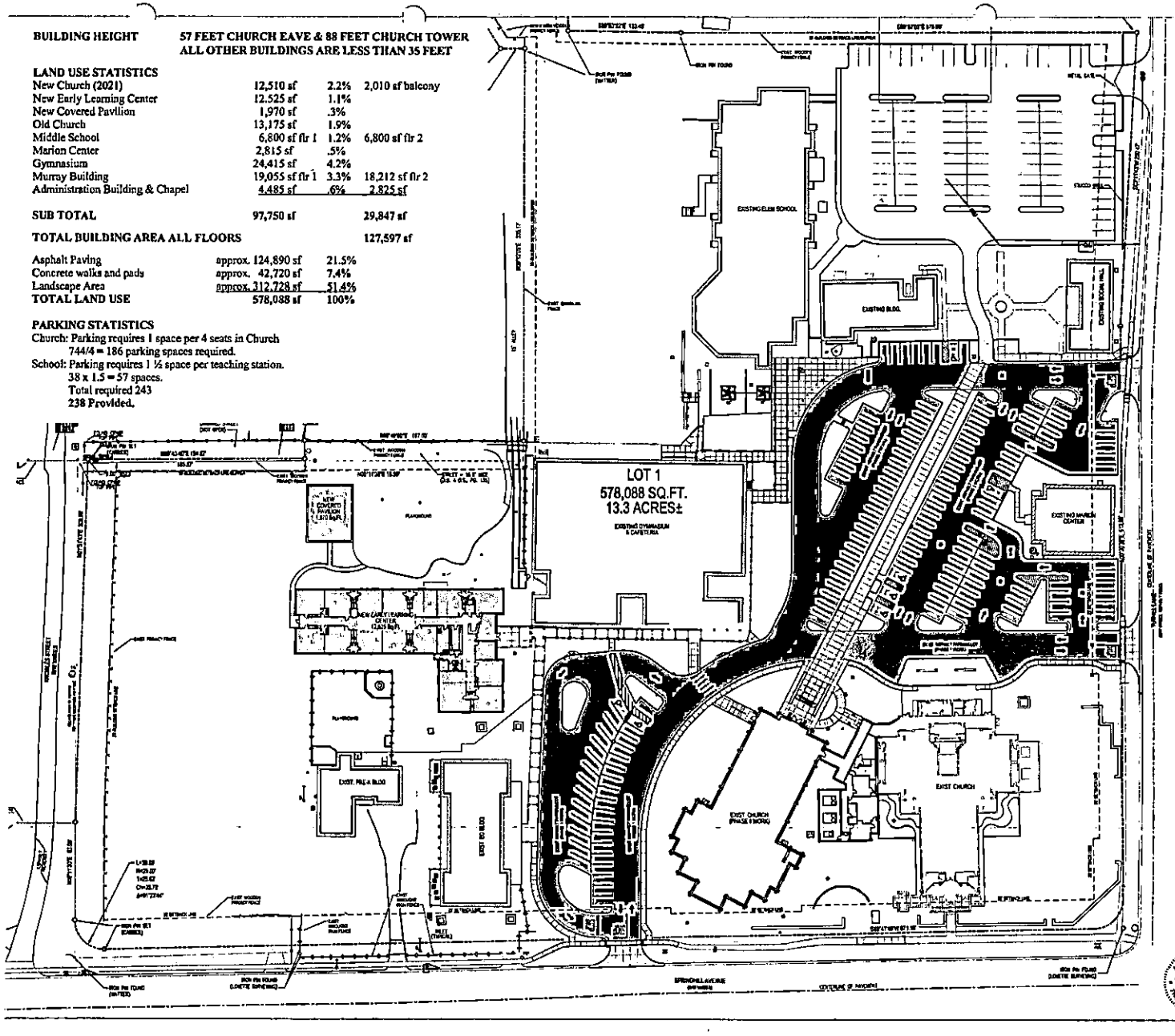
Date 10-31-23
Project No. 05168
Sheet No. C-1.0

BUILDING HEIGHT 57 FEET CHURCH EAVE & 88 FEET CHURCH TOWER
ALL OTHER BUILDINGS ARE LESS THAN 35 FEET

LAND USE STATISTICS

New Church (2021)	12,510 sf	2.2%	2,010 sf balcony
New Early Learning Center	12.525 sf	1.1%	
New Covered Pavilion	1,970 sf	.3%	
Old Church	13,175 sf	1.9%	
Middle School	6,800 sf flr 1	1.2%	6,800 sf flr 2
Marion Center	2,815 sf	.5%	
Gymnasium	24,415 sf	4.2%	
Murray Building	19,055 sf flr 1	3.3%	18,212 sf flr 2
Administration Building & Chapel	4,485 sf	.6%	2,825 sf
SUB TOTAL	**97,750 sf**		**29,847 sf**
TOTAL BUILDING AREA ALL FLOORS			**127,597 sf**
Asphalt Paving	approx. 124,890 sf	21.5%	
Concrete walks and pads	approx. 42,720 sf	7.4%	
Landscape Area	approx. 312,728 sf	51.4%	
TOTAL LAND USE	**578,088 sf**	**100%**	

PARKING STATISTICS
Church: Parking requires 1 space per 4 seats in Church
744/4 = 186 parking spaces required.
School: Parking requires 1 ½ space per teaching station.
38 x 1.5 = 57 spaces.
Total required 243
238 Provided.



SEQUENCE TWO
PROPOSED PUD/PA SITE PLAN

Quinn Grundhoefer Architects

CLARK, GEER, LATHAM
ENGINEERS ARCHITECTS

Project
St. Ignatius Catholic Church New Church
Sequence Two
Proposed PUD/PA Site Plan

Date 10-31-23
Project No. 8516B
Sheet No. C-2.0

RISING SONS OF MT HEBREW
3750 SHEIPS LN
MOBILE, AL 36608

SPENCER LUCILE
925 KNOWLES LN
MOBILE, AL 36608

ST IGNATIUS PARISH,
MOBILE, CORPORATION
3704 SPRINGHILL AVE
MOBILE, AL 36608

HUNTER JACQUELINE M
1821 CHARLANDRA DR
MOBILE, AL 36695

BUTLER ESTER
861 KNOWLES ST
MOBILE, AL 36608

SAFFORD EARL SR
855 KNOWLES ST
MOBILE, AL 36608

OWEN OSWALD VINCENT &
AMORET CLARICE
713 KNOWLES LN
MOBILE, AL 36608

BLACKLEDGE CHARLES
709 KNOWLES LANE
MOBILE, AL 36608

WASHINGTON FREDDIE LEE
& DIAN G
3759 SPRINGHILL AVE
MOBILE, AL 36608

MERCHANT WILLIAM D &
LYNN K
3753 SPRINGHILL AVE
MOBILE, AL36608

MCALEER JOSEPH GUY &
MARY R
3748 SHEIPS LN
MOBILE, AL 36608

DELANEY JAMES ROSS
P O BOX 16126
MOBILE, AL 36616

SALISBURY MARGARET W
3730 CALDERWOOD DR
MOBILE, AL 36608

HARLESS SJON & JAMES II
3724 CALDERWOOD DR
MOBILE, AL 36608

FRIEDLANDER MARY ANN
3716 CALDERWOOD DR
MOBILE, AL 36608

ERDEMIR BULENT K &
MELISSA D
3712 CALDERWOOD DR
MOBILE, AL 36608

WILLIS JOSEPH THOMAS &
KATHLEEN MULROY WILLIS
3708 CALDERWOOD DR
MOBILE, AL 36608

FERGUSON JOHN N
3704 CALDERWOOD DR
MOBILE, AL 36608

OLSEN ROBERT C JR &
HELEN SAVAGE OLSEN
260 TUTHILL LN
MOBILE, AL 36608

ONEILL EMILY M
3675 SPRINGHILL AVE
MOBILE, AL 36608

ABHK LLC
P O BOX 70171
MOBILE, AL 36670

MUSCAT MICHAEL KENNY JR
3671 HAYFIELD PL LOT # B
MOBILE, AL 36608

FINKBOHNER PATRICK RYAN
& MARY W
P O BOX 2182
MOBILE, AL 36652

MCATEE SUZANNE Z
3666 HAYFIELD PL
MOBILE, AL 36608

MOSTELLAR JOHN
501 STIMRAD RD
MOBILE, AL 36610

HUTCHISSON ROSS E III &
EMILY O'N HUTCHISSON
3657 CHELSEA DR S
MOBILE, AL 36608

MCCRACKEN DEBRA K
600 TUTHILL LANE
MOBILE, AL 36608

WEEMS DAVID ANTHONY &
LINDSEY STAURDI WEEMS
609 CHELSEA DRIVE E
MOBILE, AL 36608

BRUNER GEORGE E JR &
JANICE G
608 TUTHILL LN
MOBILE, AL 36608

KNOWLES OLA MAE, OLA M
4959 TRENTON LN
MOBILE, AL 36693

SKINNER LULA MARIE
858 KNOWLES LN
MOBILE, AL 36608

WASHINGTON RUTH
855 MONTFORT RD W
MOBILE, AL 36608

ST IGNATIUS PARISH MOBILE ALABAMA NON PROFIT ORG.
400 GOVERNMENT ST
MOBILE, AL 36602

SMITH BARBARA K
912 KNOWLES ST
MOBILE, AL 36608

MCCONELL RONALD M & MARY A
3721 DUNSTAN CT
MOBILE, AL 36608

WALSH DAVID GUY
3709 TUDOR LANE S
MOBILE, AL 36608

HECKER TIMOTHY & DEVON HECKER
3705 TUDOR LN S
MOBILE, AL 36608

FIGURES NORMAN & MARILYN
3708 KIMBERLY CIR
MOBILE, AL 36608

SHOWS TANYA
603 TUTHILL LN
MOBILE, AL 36608

WOOD ALISON & NICHOLAS
711 KNOWLES LN
MOBILE, AL 36608

WALKER JACOB DANIEL & MARY ELLEN WALKER
3705 KIMBERLY CIR
MOBILE, AL 36608

ADAMS DAVID V & MARY KATHERINE ADAMS
3710 KIMBERLY CIR
MOBILE, AL 36608

STEELE DAVID FITZGERALD JR
3704 KIMBERLY CIR
MOBILE, AL 36608

JOHNSON RUSSELL DEAN & TAYLOR BARR JOHNSON
6074 TUTHILL LN
MOBILE, AL 36608

FOSHEE BRAGG D
3725 DUNSTAN CT
MOBILE, AL 36608

DOWNING GEORGE EDGAR III
3729 DUNSTAN CT
MOBILE, AL 36608

BOUTWELL DERICK & EMILY
3733 DUNSTAN CT
MOBILE, AL 36608

BECKMANN PAUL THOMAS & KELLI LYNN
602 TUTHILL LN
MOBILE, AL 36608

CONNICK KATHERINE EMERSON
12750 BROMLEY RD
STAPLETON, AL 36578

WOLF BRANDON J & CHELSEA L
3650 CHELSEA DR S
MOBILE, AL 36608

BLANKENSHIP JAMES E & AMANDA
3651 CHELSEA DR S
MOBILE, AL 36608

VALLEE JOE
21 EDGEFIELD RD
MOBILE, AL 36608

STUARDI ALOYSIUS EDWIN III
3671 HAYFIELD PL
MOBILE, AL 36608

DELANEY BRYAN C & NEILL O
3700 CALDERWOOD DR
MOBILE, AL 36608

WARREN EUGENE LEE II & KELLY RHODES
3720 CALDERWOOD DR
MOBILE, AL 36608

THOMAS ROBERT & CARLA
3750 SHEIPS LN
MOBILE, AL 36608

CLARK, GEER, LATHAM & ASSOCIATES
c/o THOMAS E. LATHAM, P.E.
3901 SPRING HILL AVE
MOBILE, AL 36608

Agenda Item #: 6

MOD-002715-2023 & MOD-002716-2023

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

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
3650, 3704, 3708, & 3758 Spring Hill Avenue

Applicant / Agent:
Father Bry Shields, St. Ignatius Parish, Mobile

Property Owner:
St. Ignatius Parish Mobile Corporation

Current Zoning:
R-1, Single-Family Residential Suburban District

Future Land Use:
Institutional

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

Schedule for Development:
- May 2024 thru March 2025

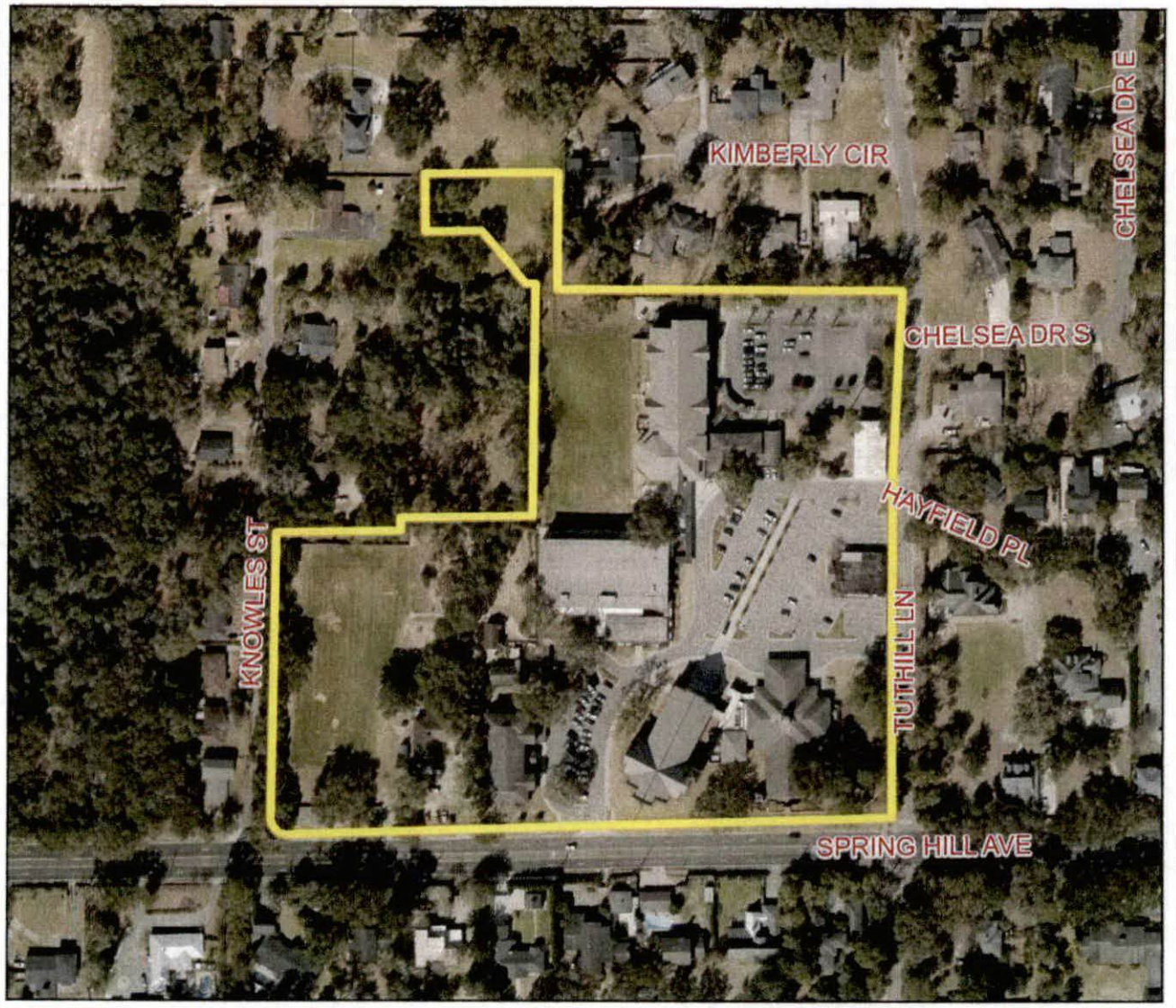
Proposal:
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

Considerations:
1. Modification of a previously approved Planned Unit Development with three (3) conditions; and
2. Modification of a previously approved Planning Approval with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 6 DATE December 7, 2023

APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

N

NTS

SITE HISTORY

In August, 1985 the Board of Zoning Adjustment approved a Front Yard Setback Variance for an addition to the church.

Since 2000, the site has been the subject of numerous Planning Approvals (PAs) to allow a church and private school in an R-1 District, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site. The most recent of these applications were approved by the Planning Commission at its May 7, 2020 meeting to amend a previously approved Master Plan for an existing church and school in an R-1 District to allow an expansion of the site.

A Sidewalk Waiver was approved in June, 2011 to waive construction of a sidewalk along Knowles Street.

The site is currently a legal lot of record via Saint Ignatius Parish Subdivision, approved by the Commission at its June 20, 2019 meeting.

STAFF COMMENTS

Engineering Comments:

PLANNING APPROVAL:

No comments.

PUD:

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Traffic Engineering is recommending this Modification is held over until the Traffic Impact Study noted in Sequence One Existing Site Plan is submitted to Traffic Engineering for the proposed new construction. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The subject site is developed as an existing church and private church school in an R-1, Single-Family Residential Suburban District. The applicant wishes to replace the existing Pre-K Toddler and 2-Year Old Mothers' Day Out facilities with a new one (1)-story Early Learning Center catering to various ages of Pre-K and Kindergarten children, and a covered pavilion. The existing facilities were approved in the most recent Planning Approval (PA) and Planned Unit Development (PUD) Master Plan amendments for the site heard by the Commission in May, 2020. As PAs and PUDs are site plan specific, and the proposed changes are not considered minor changes, the site is required to obtain Major Modification approvals in order to proceed with the construction.

All of the proposed improvements are contained within the existing boundaries of the school property. No new parking is proposed for the new facilities. Parking calculations based upon the UDC standards provided with the application indicate that all school uses of the site will require 76 parking spaces, and all church uses will require 51 parking spaces, for a total of 127 spaces. The site currently provides 236 parking spaces. It should be noted that Article 3, 64-3-12.A.5.(d)(3) of the UDC requires any parking spaces in excess of the minimum required number to have an Alternative Parking Surface. However, as the existing parking provided was approved under review based upon the previous Zoning Ordinance, the requirement of Alternative Paving Surface parking would not be appropriate.

It is unclear if the proposed additions to the site will result in the removal of any required trees. If trees are to be removed, the applicant should coordinate with staff to insure the site maintains compliance with the tree plans on file.

Finally, a note should be placed on both the PA and PUD site plans stating future development of the sites may require review by the Planning Commission, and approval from City Council.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

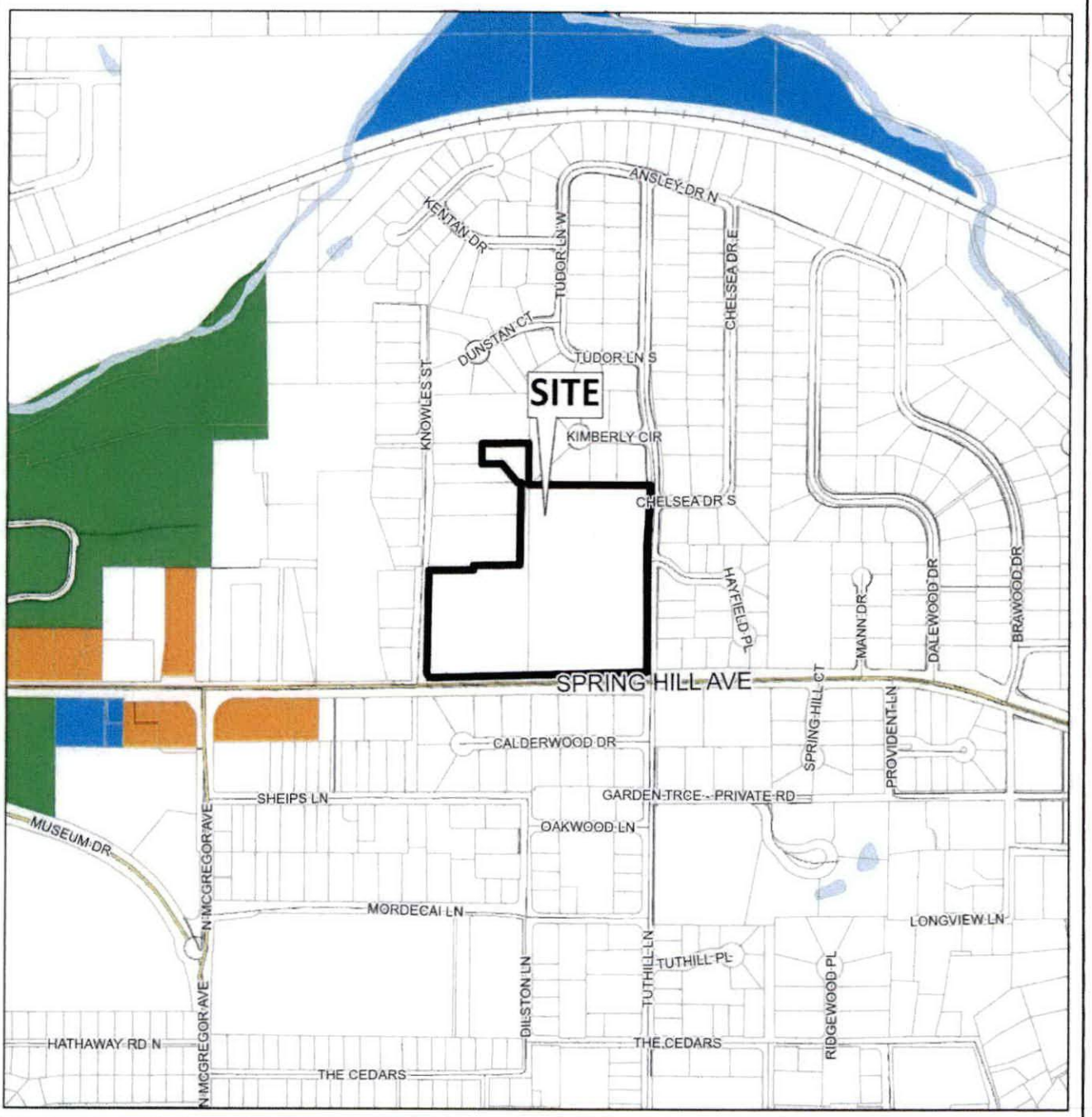
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Placement of a note on both site plans stating future development of the sites may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to the recording in Probate Court, and provision of a copy of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE December 7, 2023

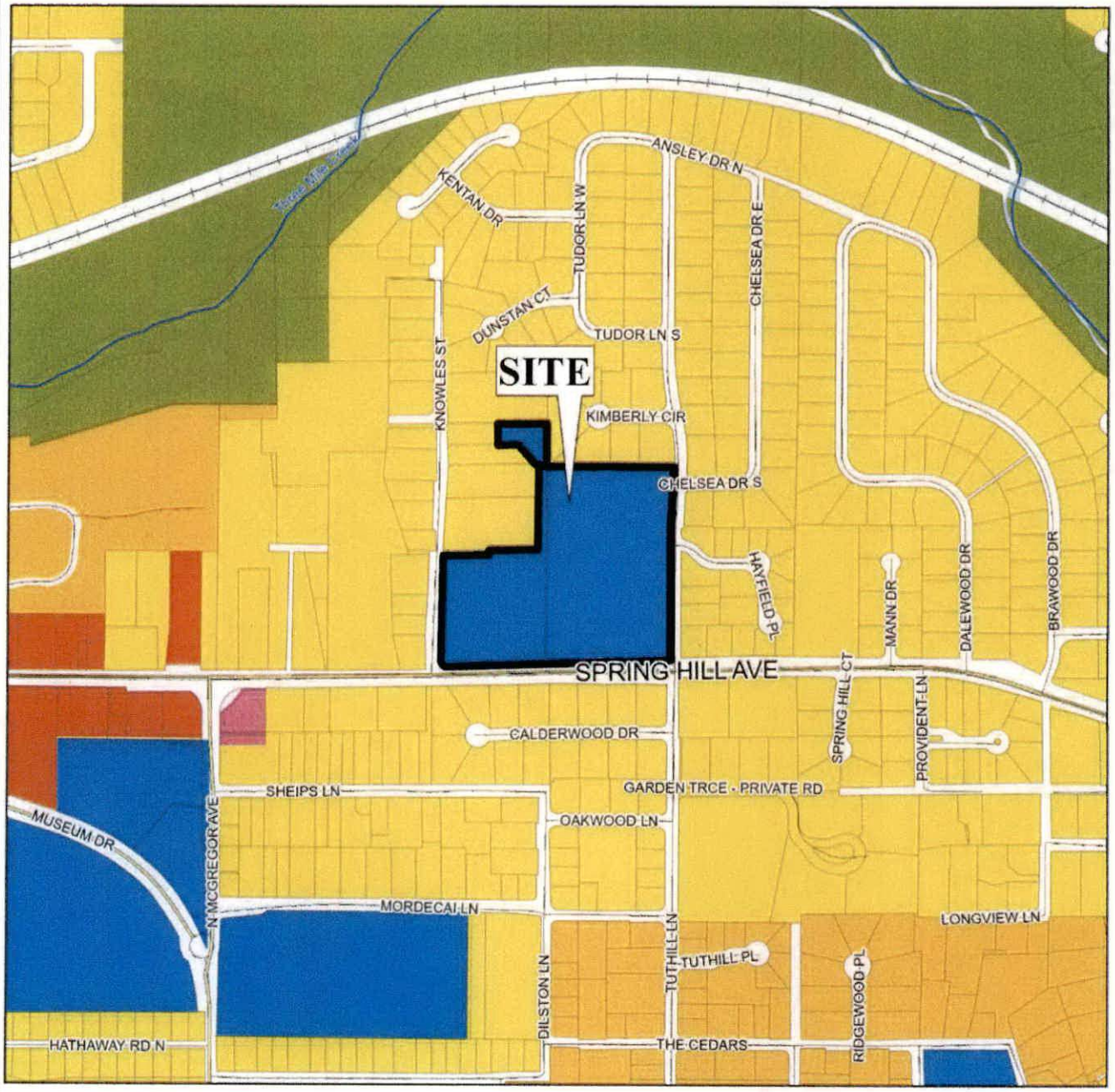
APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

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FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE December 7, 2023

APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

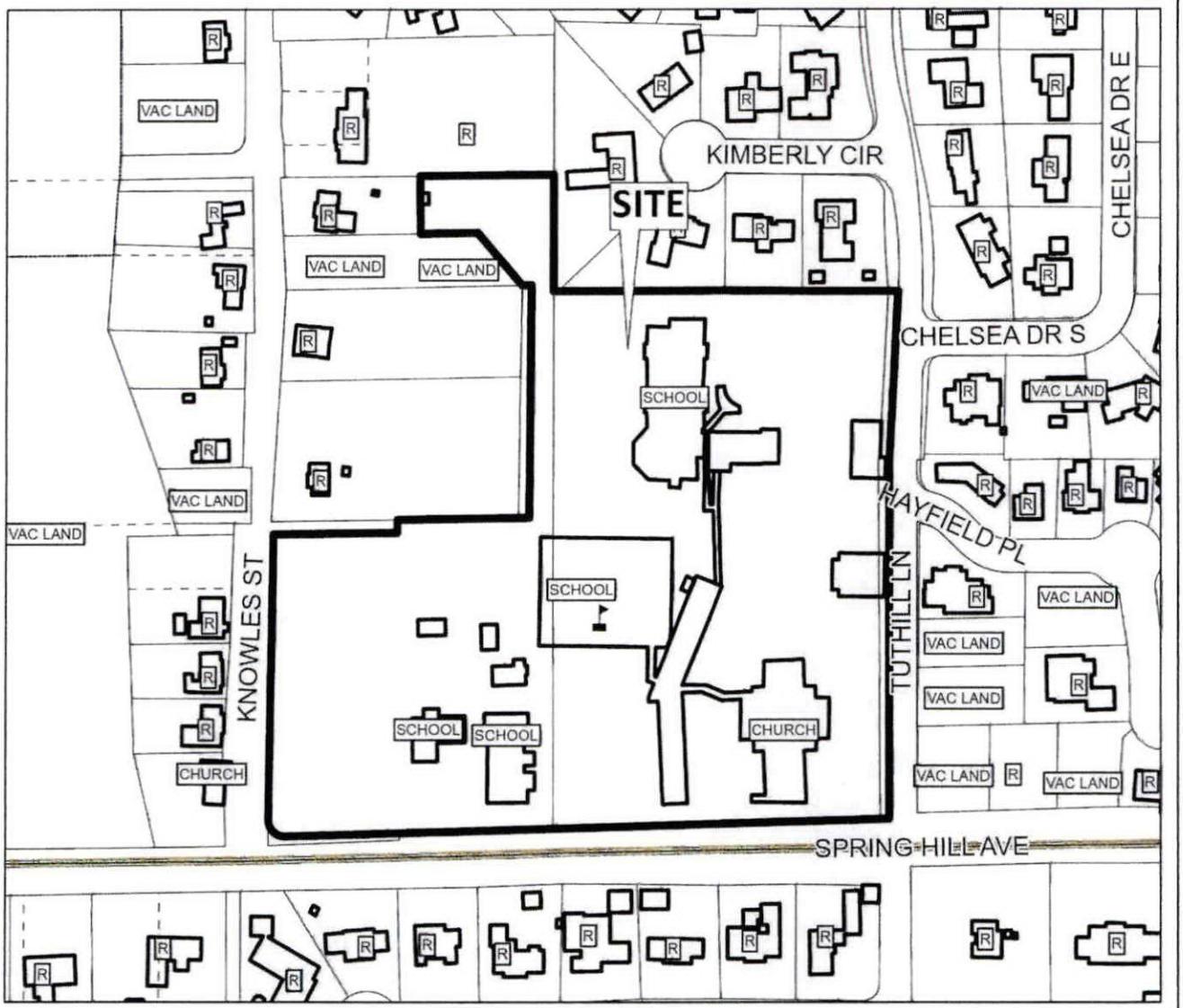
REQUEST PUD Modification, PA Modification

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

N

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PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 6 DATE December 7, 2023

APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

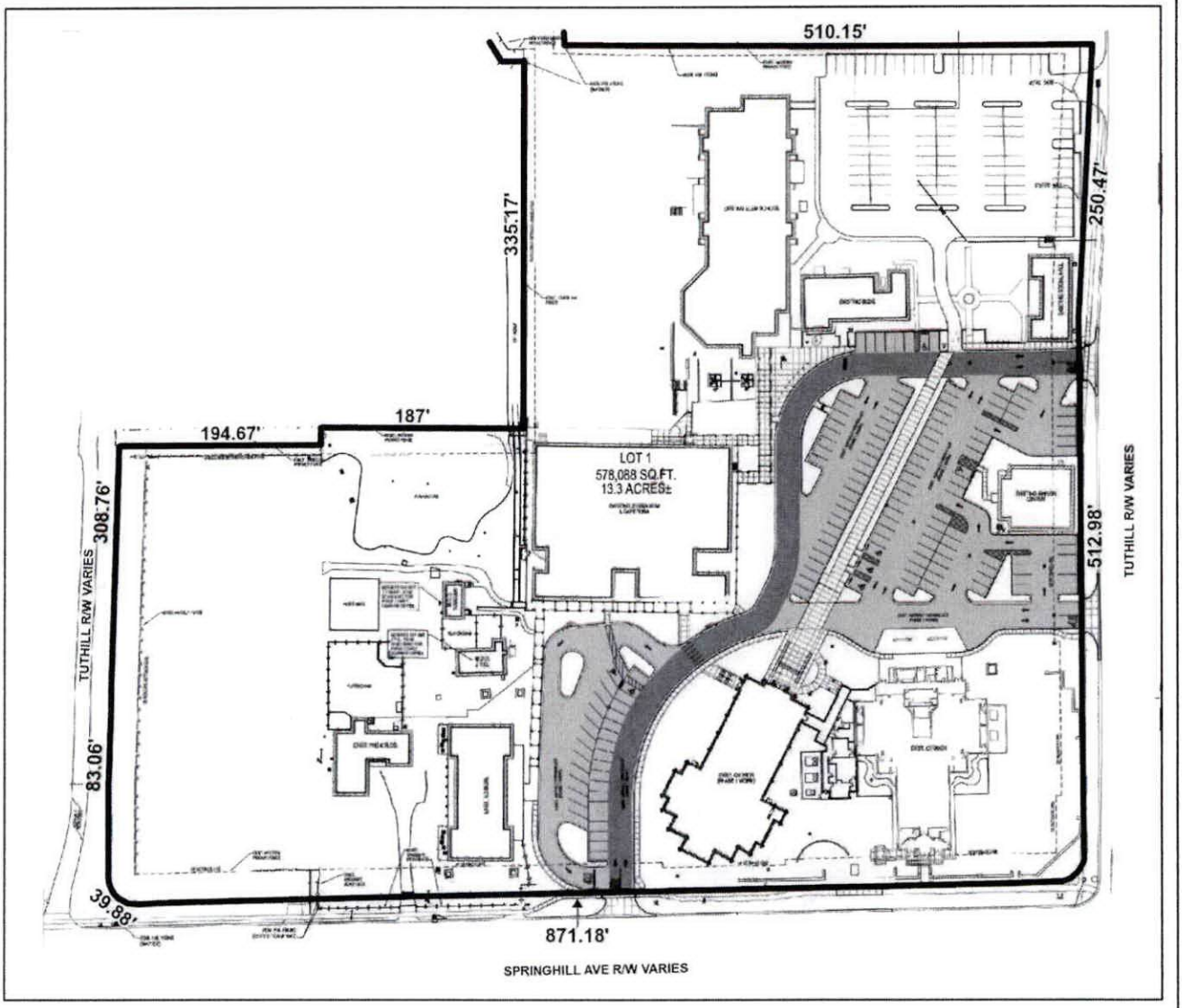
REQUEST PUD Modification, PA Modification

R-A R-1 R-2 R-3 R-B H-B B-1 T-B LB-2 B-2 B-3 B-4 B-5 CW MM ML MH I-1 I-2 PD MUN OPEN SD SD-WH T-3 T-4 T-5.1 T-5.2 T-6

N

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EXISTING SITE PLAN



The site plan illustrates the existing buildings.

APPLICATION NUMBER 6 DATE December 7, 2023

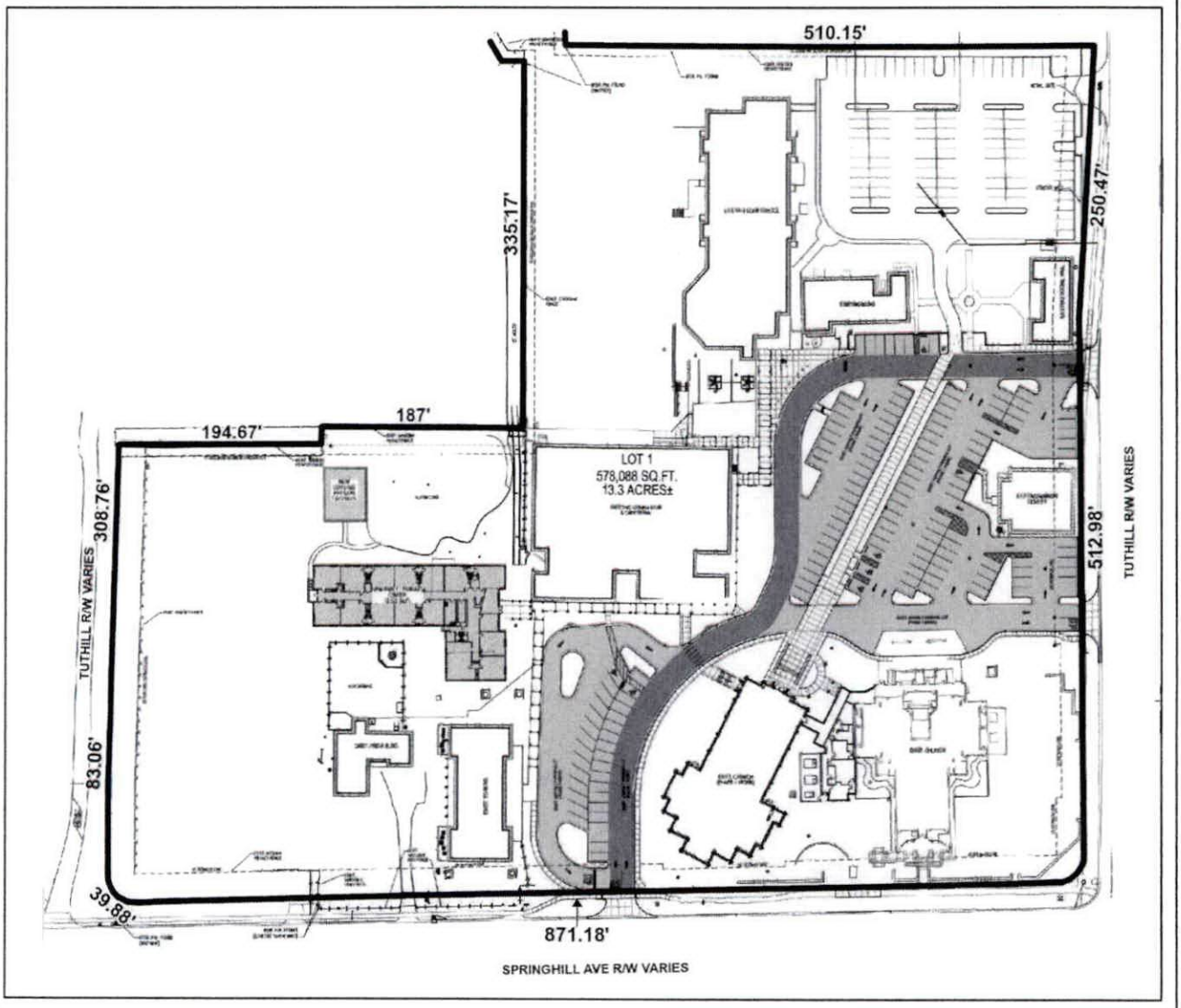
APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

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NTS

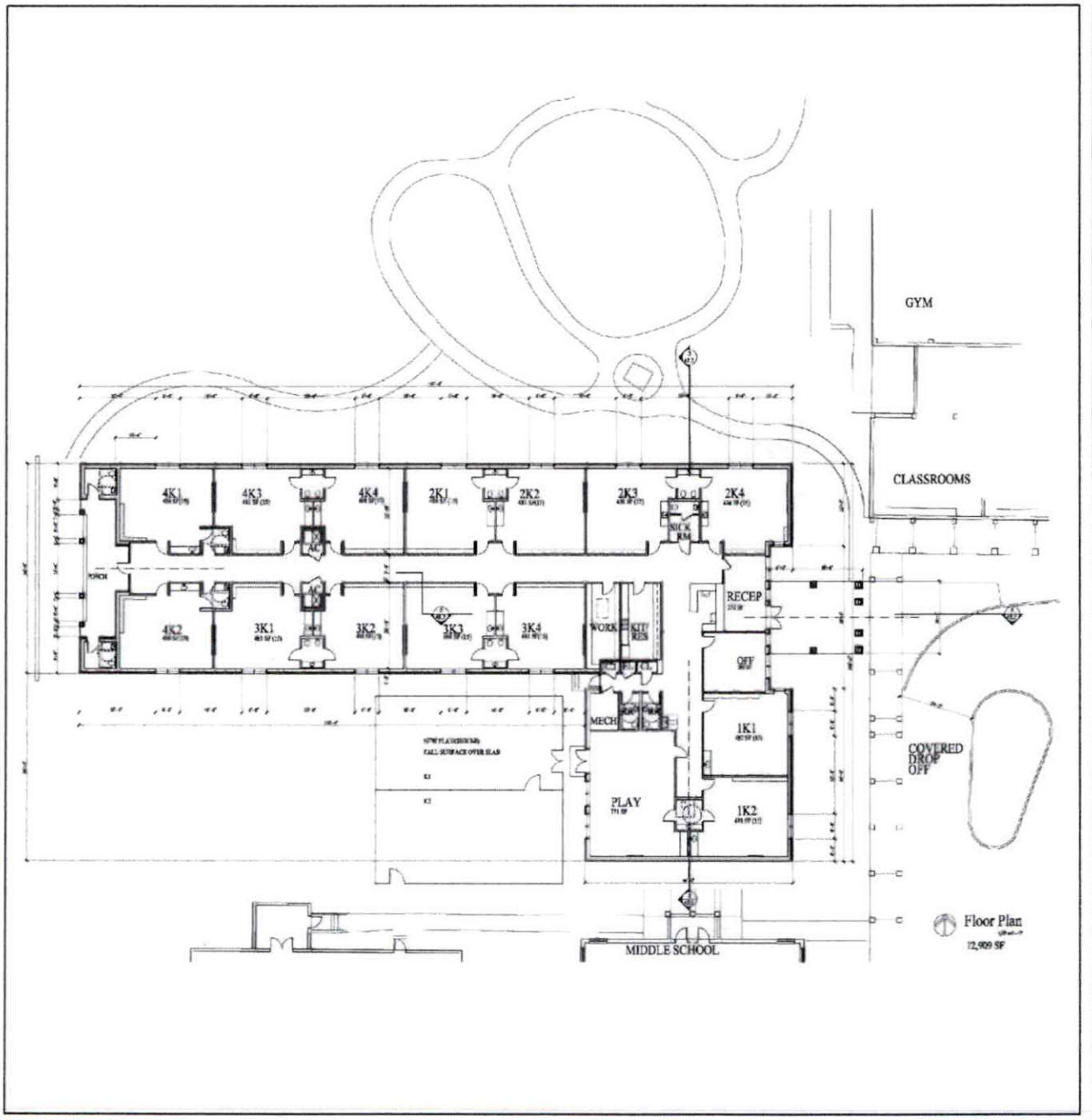
PROPOSED SITE PLAN



The site plan illustrates existing and proposed buildings.

APPLICATION NUMBER 6 DATE December 7, 2023 APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile REQUEST PUD Modification, PA Modification	N NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE December 7, 2023

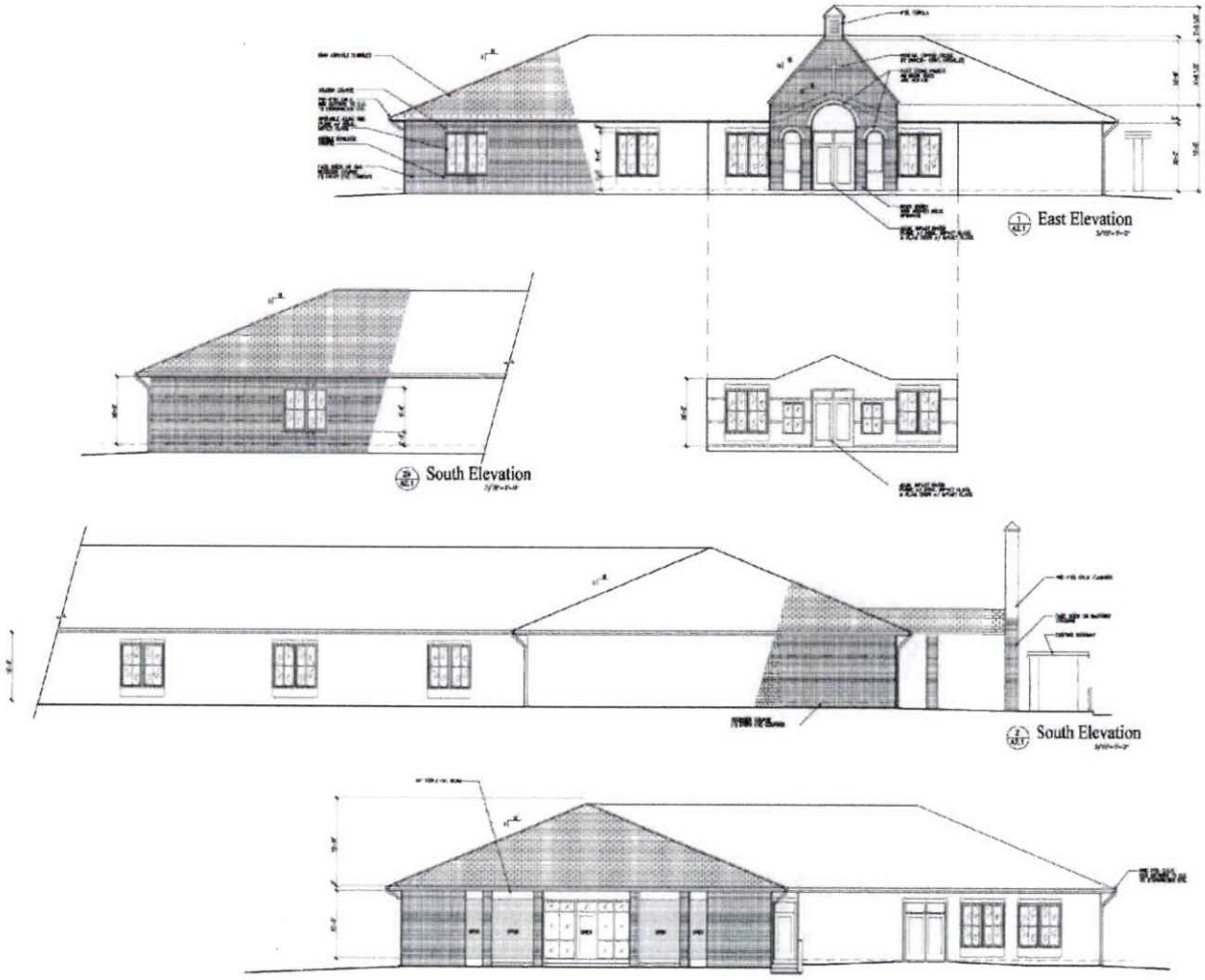
APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE December 7, 2023

APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

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

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

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	12/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 2:12 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development located at
3650, 3704, 3708, and 3758 Spring Hill Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 29th day of August, 2023, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at 2970 McVay Drive North and 3030 McVay Drive North.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on May 7, 2020 to amend a previously approved Master Plan for an existing church and school in an R-1, Single-Family Residential District to allow an expansion of the site on property located 3650, 3704, 3708, & 3758 Spring Hill Avenue and described as follows:

LOT 1, RESUBDIVISION OF SAINT IGNATIUS PARISH SUBDIVISION, AS RECORDED IN MAP BOOK 125, PAGE 100 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on October 31, 2023 to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 7, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;

B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 6th day of February, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 10th day of January, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 3650, 3704, 3708, & 3758 Spring Hill Avenue.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on May 7, 2020. The owner of said property has applied for a Major Modification of the PUD to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District. If approved, the Major Modification will amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council; 2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 3. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on May 7, 2020 to amend a previously approved Master Plan for an existing church and school in an R-1, Single-Family Residential District to allow an expansion of the site on property located 3650, 3704, 3708, & 3758 Spring Hill Avenue and described as follows:

LOT 1, RESUBDIVISION OF SAINT IGNATIUS PARISH SUBDIVISION, AS RECORDED IN MAP BOOK 125, PAGE 100 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on October 31, 2023 to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 7, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and

H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

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

Adopted:

_____

Lisa Lambert, City Clerk

Father Bry Shields, St. Ignatius Parish, Mobile
3650, 3704, 3708, & 3758 Spring Hill Avenue
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 27, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of December 7, 2023 considered the request of Father Bry Shields, St. Ignatius Parish, Mobile, for a Major Modification of a previously approved Planned Unit Development (PUD) to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District for the property located at 3650, 3704, 3708, & 3758 Spring Hill Avenue.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 8, 2023

Father Bry Shields
St. Ignatius Parish, Mobile
3704 Spring Hill Avenue
Mobile, Alabama 36608

Re: 3650, 3704, 3708, and 3758 Spring Hill Avenue
MOD-002716-2023
Father Bry Shields, St. Ignatius Parish, Mobile
District 7
Modification of a previously approved Planned Unit Development to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

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

At its meeting on December 7, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planned Unit Development (PUD) Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request is will not impede the orderly development and improvement of surrounding property;
D. The request is will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
E. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
G. The request shall not be detrimental or endanger the public health, safety or general welfare.
H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major PUD Modification to the City Council, subject to the following conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

The advertising fee for this application based on the current legal description is $349.22. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director Planning and Zoning

7. PROJECT DESCRIPTION

The proposed Master Plan for the St. Ignatius and School includes new construction, renovations and additions to existing buildings, and the demolition of several existing buildings. The intent of the project is to meet the present and long term needs of a well-established institutional facility located in the suburban neighborhood along Spring Hill Avenue.

St. Ignatius Church is located on approximately 13.27 acres (578,088 SF) at 3650 Spring Hill Avenue. Present zoning is R-1 and Parcel ID Number is 00439779/R022801123002915. The property has served as a Church and Catholic School since 1953. Church services were held in various locations until 1978 when the first phase of the church was constructed. Additional seating was added in 1991. The following is a list of existing buildings resulting from an assessment study completed in 2016.

New Church	**RECENT CONSTRUCTION**
Murray Building (2 story, Middle School K-6 education)	**RETAIN**
Gymnasium, Stage, Cafeteria, and Classroom Building	**RETAIN**
Education Building (2 story, Pre K, 7th and 8th grades)	**RETAIN**
Pre K 3 year olds	**RETAIN**
Mother's Day Out/Toddlers/Cribs	**DEMOLISH**
Mother's Day Out/2 year old	**DEMOLISH**
Marian Center (Parish Hall)	**RETAIN**
Old Church	**RETAIN**
Church Administration/Rectory (2 story)	**RETAIN**
Chapel	**RETAIN**
Frassati Youth Center	**RETAIN**

The present Church seats approximately 750 Parishioners. The Master Plan includes a new church of approximately the same capacity, seating 744. This Church was completed in 2021 and the Church Activity Building was demolished in that phase of work. The present School includes Early Learning and Mother's Day Out classes through 8th grade with a total capacity of 600 students and 32 teachers.

Early Learning Center (ELC): 40

PreK2: 36	PreK3: 50	PreK4: 45	Kindergarten: 39
1st Grade:: 47	2nd Grade: 39	3rd Grade: 49	4th Grade: 53
5th Grade: 52	6th Grade: 48	7th Grade: 45	8th Grade: 50

Total: 593 students present attendance

The Master Plan will allow for a slight increase (30 students) in the Early Learning program for a total capacity of 630 students and 35 teachers. The present site includes parking for 270 parking spaces. The Master Plan will include 266 parking spaces as well, including 4 handicap spaces.

PROJECT SEQUENCE ONE **September 2019 thru June 2021**

1. **Sequence One A:** Demolish the present south portion of the "Strip Mall", taking care to retain utilities to the site and to the north Strip Mall. The four rooms in the north Strip Mall will remain available for Church use during most of the new church construction. Demolish a portion of the existing parking area adjacent to the Education Building and Gym and create a temporary parking and drop off plan for the school and gym. This will allow the extent of the construction site to be created for the new church building. The existing church building will remain in operation through the new church construction period.
2. **Sequence One B:** Construct the new church building on the new site. The construction time for the church is about sixteen months. Consideration must be given for the timing of the addition to the existing church building intended to accommodate the connecting corridor, sacristy, bride's room, nursery, and restrooms. Relocation of existing church mechanical units is necessary for the connector. Demolish the north Strip Mall so that a portion of the new parking and driveway plan

REVISED 11-17-23

may be constructed. Dedicate and occupy the new Church and deconsecrate the existing church building.

PROJECT SEQUENCE TWO **May 2024 thru March 2025**

3. **Sequence Two A:** The demolition of two existing buildings presently used for Mother's Day Out, both residential type construction to allow for the construction of a new single story Early Learning Center for the Church School grades K1 through K4. The existing Middle School building will remain and the existing building for Pre K 3 year olds will also remain and be used for Babies and Mother's Day Out. A new Pavilion with restrooms is also to be constructed.

BUILDING HEIGHT **57 FEET CHURCH EAVE & 88 FEET CHURCH TOWER**
ALL OTHER BUILDINGS ARE LESS THAN 35 FEET

LAND USE STATISTICS

New Church (2021)	12,510 sf	2.2%	2,010 sf balcony
New Early Learning Center	12.525 sf	1.1%	
New Covered Pavilion	1,970 sf	.3%	
Old Church	13,175 sf	1.9%	
Middle School	6,800 sf flr 1	1.2%	6,800 sf flr 2
Marion Center	2,815 sf	.5%	
Gymnasium	24,415 sf	4.2%	
Murray Building	19,055 sf flr 1	3.3%	18,212 sf flr 2
Administration Building & Chapel	4,485 sf	.6%	2,825 sf
SUB TOTAL	**97,750 sf**		**29,847 sf**
TOTAL BUILDING AREA ALL FLOORS			**127,597 sf**
Asphalt Paving	approx. 124,890 sf	21.5%	
Concrete walks and pads	approx. 42,720 sf	7.4%	
Landscape Area	approx. 312,728 sf	51.4%	
TOTAL LAND USE	**578,088 sf**	**100%**	

PARKING STATISTICS

Day Care/Preschool	**2 per classroom**	**14 x 2 =**	**28**	
	Subtotal		**28**	**spaces**
Church	**1 per 150 sf seating**	**4,400**	**30**	
	1 per 500 sf other	**10120**	**21**	
	Subtotal		**51**	**spaces**
Elementary School	**2 per classroom**	**24 x 2 =**	**48**	
	Subtotal		**48**	**spaces**
	Total required		**127**	**spaces**
Actual parking count	**North Lot**		**94**	
	Central Lot		**109**	
	West Lot		**33**	
	Total on site		**236**	**spaces**

REVISED
11-17-23

MOBILE CITY PLANNING COMMISSION
November 13, 2023
PUBLIC HEARING NOTICE

Re: 3650, 3704, & 3758 Spring Hill Avenue
MOD-002716-2023
Father Bry Shields, St. Ignatius Parish, Mobile, Alabama
District 7
Modification of a previously approved Planned Unit Development to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, December 7, 2023, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, December 6, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
November 13, 2023
PUBLIC HEARING NOTICE

Re: 3650, 3704, & 3758 Spring Hill Avenue
MOD-002716-2023
Father Bry Shields, St. Ignatius Parish, Mobile, Alabama
District 7
Modification of a previously approved Planned Unit Development to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise proper owners within 300 feet, as required by the City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, December 7, 2023, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, December 6, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** — Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B

☐ **Planned Development** — Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

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1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Father Bry Shields	
Firm:	St. Ignatius Parish, Mobile	
Phone:	251-342-9221	
Email:	shieldsb@mcgill-toolen.org	
Address:	3704 Springhill Ave. Mobile, AL 36608	

	Owner	Design Professional
Name:	ST IGNATIUS PARISH, MOBILE	Thomas E. Latham, P.E.
Firm:		Clark, Geer, Latham & Associates, Inc.
Phone:	251-342-9221	251-344-7073
Email:		tlatham@cglengineers.com
Address:	3704 Springhill Ave. Mobile, AL 36602	3901 Springhill Ave. Mobile, AL 36608

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

3650 Springhill Ave. Mobile, AL 36608 — Property Address

13.3 AC — Property Area (acres or square feet)

00439779 / 00435372 — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

R-1 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

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

N/A FOR MODIFICATION -LOGAN ANDERSON

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ■ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Wm J Skoneki — 10/31/23

Owner Signature REV MSGR WILLIAM J SKONEKI, PRESIDENT — Date

Applicant or Agent Signature (if applicable) — Date

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

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

Applicant or Agent Signature — Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   The project maintains a strong neighborhood presence and responds to the visual and functional needs of the public realm along Spring Hill corridor. The ELC expands on the existing campus Master Plan that is welcoming and attractive. The ELC is an infill project that creates high-quality design to serve the needs of the pre-school population and the new building will replace two existing residential type structures that do not contribute to the campus design character.

   Institutional

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   As shown with the previous phase of work which included the new Church, there has been great effort with the Master Planning of the Site to blend into the surrounding neighborhood while understanding that the Church is a neighborhood landmark. The architecture of the new ELC uses the same materials and will be of a scale that relates to the campus and will not have any negative effect on the surrounding neighbors.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   As the Church property is very large with clear borders that are well maintained and landscaped to form a buffer for the adjacent properties, there will be no negative impacts on the development or improvement of those properties. In fact the Church growth should actually enhance the adjacent property.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

The Early Learning Center will be 23'-6" tall measured from surrounding grade. The exterior is brick masonry and the roof is architectural asphalt shingles.

The building is located between the present gym and the existing two story education building.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

The entire site is intensely landscaped and well maintained. The new ELC will include a continuation of that landscape design to include some areas of sod

and some shrubs along the perimeter with connections in between to the existing and proposed new play ground.

☐ Lighting:

New lighting on the building will be a the covered canopy entrance. All other site lighting already exists in the parking areas constructed in the previous phase.

☐ Hours of operation:

8 hours/day 5 days a week. Open for church service on Sunday

☐ Other conditions that are unique to the use of the property:

The school functions presently exists. This project improved the facilities such that safety and security for children and staff is enhanced.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The site is presently used for school operations so there will be no new activity different then the present use and should not cause

any noxious of offensive elements that may be detrimental to the public health, safety or general welfare.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

Educating our young children is a primary focus to ensure a community longevity. This project provides state of the art enhancements

to better education at a very early age our future leaders.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: St. Ignatius Parish, Mobile - Early Learning Center

Address: 3650 Springhill Ave. Mobile, AL 36608

Owner: Rev. W. Bry Shields, Archdiocese of Mobile

Address: 3704 Springhill Ave, Mobile AL Zip Code: 36608

Phone: 251-342-9221 Fax: _____ Email: shieldsb@mcgill-toolen.org

Authorized Agent: Clark, Geer, Latham & Associates c/o Thomas E. Latham, P.E.

Address: 3901 Springhill Ave, Mobile AL Zip Code: 36608

Phone: 251-344-7073 Fax: 251-343-9179 Email: tlatham@cglengineers.com

Contractor: Ben M. Radcliff Contractor, Inc.

Address: 3456 Halls Mill Rd. Mobile, AL Zip Code: 36693

Phone: 251-666-7252 Fax: 251-666-7364 Email: andrew@benradcliff.com

Civil Engineer: Clark, Geer, Latham & Associates c/o Thomas E. Latham, P.E.

Address: 3901 Springhill Ave, Mobile AL Zip Code: 36608

Phone: 251-344-7073 Fax: 251-343-9179 Email: tlatham@cglengineers.com

Architect: Quina Grundhoefer Architects c/o Carter Quina

Address: 400 West Romana Street, Pensacola, FL Zip Code: 32501

Phone: 850-433-5575 Fax: _____ Email: cquina@qgarchitects.com

Submitted by:

Signature

Thomas E. Latham, P.E.

Print

10/26/2023

Date

Authorized Agent/Civil Engineer

Affiliation to project/Organization

Applicant/Owner Authorization and Contact Information

Applicant: St. Ignatius Parish, Mobile

Full Address: 3704 Springhill Ave. Mobile, AL 36608

Telephone: (251)-342-9221

Email: shieldsb@mcgill-toolen.org

Owner: ST IGNATIUS PARISH, MOBILE

REV MSGR WILLIAM J. SKONERI, PRESIDENT
Owner Signature

10/31/23
Date

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Rev. MSGR William J Skoneki, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 3650 Springhill Ave.

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

Thomas E. Latham, P.E. (CGL)	
Designee (1)	Designee (2)
tlatham@cglengineers.com	
Email	Email
251-344-7073	
Phone Number	Phone Number
Signature of Property Owner PRESIDENT	11/06/23
	Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Rev. MSGR William J Skoneki, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of St. Ignatius Parish -Mobile, a corporation for the property located within the city limits of Mobile, Alabama at 3650 Springhill Ave.

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

Thomas E. Latham, P.E. (CGL) Designee (1)	 Designee (2)
tlatham@cglengineers.com Email	 Email
251-344-7073 Phone Number	 Phone Number
Signature of Company Owner PRESIDENT	11/06/2023 Date

St. Ignatius Parish Legal Description

STATE OF ALABAMA

CITY OF MOBILE

LOT 1, RESUBDIVISION OF SAINT IGNATIUS PARISH SUBDIVISION, AS RECORDED IN MAP BOOK 125, PAGE 100 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

St Ignatius Catholic Church and School
3650 SpringHill Avenue
Mobile, Alabama

1.Proposal Alignment with Map for Mobile:
The proposed new Early Learning Center for St. Ignatius Catholic Church and School is a new 12,500 square foot single-story building to be constructed on a portion of the campus currently occupied by two residential type structures, modified for use as a Nursery. The site location for the new ELC is consistent with the goals and objectives of the Master Plan approved in 2018 by the Mobile Planning Commission.

Using the Map for Mobile: Framework for Growth Planning Initiative as our guide, the project maintains a strong neighborhood presence and connection and responds to the visual and functional needs of the public realm along the Spring Hill corridor. The ELC project expands on the existing campus setting and will be more welcoming and attractive. The project is an infill project that creates a high-quality design while maintaining a slight increase of student capacity. The new ELC will allow for 267 children which will result in a total student population of 650.

2.Proposal Compatibility with the Surrounding Neighborhood:

The new building is located in the central portion of the present Church and School campus and will have a minimal impact on the streetscape or the neighbors. The design of the single-story structure will maintain the architectural character of existing buildings with inspiration from the recently completed new Church building. Materials will include brick and gracious window openings. A sloped roof will be similar to other buildings on campus. The impact to the neighborhood should be very positive as the campus has been a landmark property in the area.

3.Proposal Impact on Adjacent Properties:

As the construction of the proposed new ELC is within the existing campus and is compatible with the approved Master Site Development Plan, there will be no impacts on adjacent properties. There will no new vehicular access points and no new parking. There were many positive impacts on the adjacent properties with the implementation of Sequence One for the new Church, some described as follows:

1. Reduced the number of curb cuts for vehicular access to Spring Hill Avenue.
2. Relocated the main entry drive further away from intersection of Spring Hill and Tuthill Lanes.
3. Improvements were made to sidewalks along Spring Hill Avenue.
4. ADA accessible curb cuts were installed at all sidewalks along Spring Hill Avenue.
5. Retained most of the many heritage oak trees on site.
6. Retained over 50% of the site in natural landscaped setting.
7. Placed new trees in appropriate street scape and site plan locations using Right Tree in the Right Place philosophy.
8. Modified the existing street lighting to further enhance the campus.
9. Reduced the amount of unused paving along Tuthill Lane.
10. Improved sidewalks along Tuthill Lane.
11. Installed ADA accessible curb cuts at all sidewalks along Tuthill Lane.
12. Installed new bike racks.
13. Installed new site parking with extensive landscaping.

400 West Romana Street ▪ Pensacola, Florida 32502
(850) 433 5575 (Fax) 433 5366 Email: qg@qgarchitects.com

14. The new site parking design included a through street improving vehicle ingress/egress.
15. The new site plan created a park like courtyard adjacent to the public right of way on Spring Hill.
16. The new Church building design was oriented towards street frontage and the public realm.
17. The new Church building was constructed of high quality, permanent materials.
18. The overall campus master plan is consistent and physically and visually links the campus.

6.Additional Information:

The new ELC is located in the center of campus and is 23 feet tall and will be brick exterior with sloped asphalt shingle roof. Windows to be aluminum framed with insulated glass.

New landscaping will follow the present master plan with oak trees and shrubs in the areas adjacent and around the building. Existing oak trees to remain where possible.

Hours of Operation is typically 12 to 14 hours per day.

The property is already used for a church and school and this proposal maintains those operations.

7. Proposal to minimize offensive elements:

The new ELC is a school for children and should not create any offensive elements of any nature and should not create any elements detrimental to public health or safety or general welfare.

8.Proposal in community interest:

The new ELC building will provide state-of-the-art facilities for day care and children's education. Many young families will benefit from the convenience of quality of care and education received at St. Ignatius. There is a need for quality children's educational facilities in most communities and it is well in the interest of the City of Mobile to allow for this new facility.

400 West Romana Street ▪ Pensacola, Florida 32502
(850) 433 5575 (Fax) 433 5366 Email: qg@qgarchitects.com

7. PROJECT DESCRIPTION

The proposed Master Plan for the St. Ignatius and School includes new construction, renovations and additions to existing buildings, and the demolition of several existing buildings. The intent of the project is to meet the present and long term needs of a well-established institutional facility located in the suburban neighborhood along Spring Hill Avenue.

St. Ignatius Church is located on approximately 13.27 acres (578,088 SF) at 3650 Spring Hill Avenue. Present zoning is R-1 and Parcel ID Number is 00439779/R022801123002915. The property has served as a Church and Catholic School since 1953. Church services were held in various locations until 1978 when the first phase of the church was constructed. Additional seating was added in 1991. The following is a list of existing buildings resulting from an assessment study completed in 2016.

New Church	**RECENT CONSTRUCTION**
Murray Building (2 story, Middle School K-6 education)	**RETAIN**
Gymnasium, Stage, Cafeteria, and Classroom Building	**RETAIN**
Education Building (2 story, Pre K, 7th and 8th grades)	**RETAIN**
Pre K 3 year olds	**RETAIN**
Mother's Day Out/Toddlers/Cribs	**DEMOLISH**
Mother's Day Out/2 year old	**DEMOLISH**
Marian Center (Parish Hall)	**RETAIN**
Old Church	**RETAIN**
Church Administration/Rectory (2 story)	**RETAIN**
Chapel	**RETAIN**
Frassati Youth Center	**RETAIN**

The present Church seats approximately 750 Parishioners. The Master Plan includes a new church of approximately the same capacity, seating 744. This Church was completed in 2021 and the Church Activity Building was demolished in that phase of work. The present School includes Early Learning and Mother's Day Out classes through 8th grade with a total capacity of 600 students and 32 teachers.

Early Learning Center (ELC): 40

PreK2: 36	PreK3: 50	PreK4: 45	Kindergarten: 39
1st Grade:: 47	2nd Grade: 39	3rd Grade: 49	4th Grade: 53
5th Grade: 52	6th Grade: 48	7th Grade: 45	8th Grade: 50

Total: 593 students present attendance

The Master Plan will allow for a slight increase (30 students) in the Early Learning program for a total capacity of 630 students and 35 teachers. The present site includes parking for 270 parking spaces. The Master Plan will include 266 parking spaces as well, including 4 handicap spaces.

PROJECT SEQUENCE ONE **September 2019 thru June 2021**

1. **Sequence One A:** Demolish the present south portion of the "Strip Mall", taking care to retain utilities to the site and to the north Strip Mall. The four rooms in the north Strip Mall will remain available for Church use during most of the new church construction. Demolish a portion of the existing parking area adjacent to the Education Building and Gym and create a temporary parking and drop off plan for the school and gym. This will allow the extent of the construction site to be created for the new church building. The existing church building will remain in operation through the new church construction period.
2. **Sequence One B:** Construct the new church building on the new site. The construction time for the church is about sixteen months. Consideration must be given for the timing of the addition to the existing church building intended to accommodate the connecting corridor, sacristy, bride's room, nursery, and restrooms. Relocation of existing church mechanical units is necessary for the connector. Demolish the north Strip Mall so that a portion of the new parking and driveway plan

may be constructed. Dedicate and occupy the new Church and deconsecrate the existing church building.

PROJECT SEQUENCE TWO **May 2024 thru March 2025**

3. **Sequence Two A:** The demolition of two existing buildings presently used for Mother's Day Out, both residential type construction to allow for the construction of a new single story Early Learning Center for the Church School grades K1 through K4. The existing Middle School building will remain and the existing building for Pre K 3 year olds will also remain and be used for Babies and Mother's Day Out. A new Pavilion with restrooms is also to be constructed.

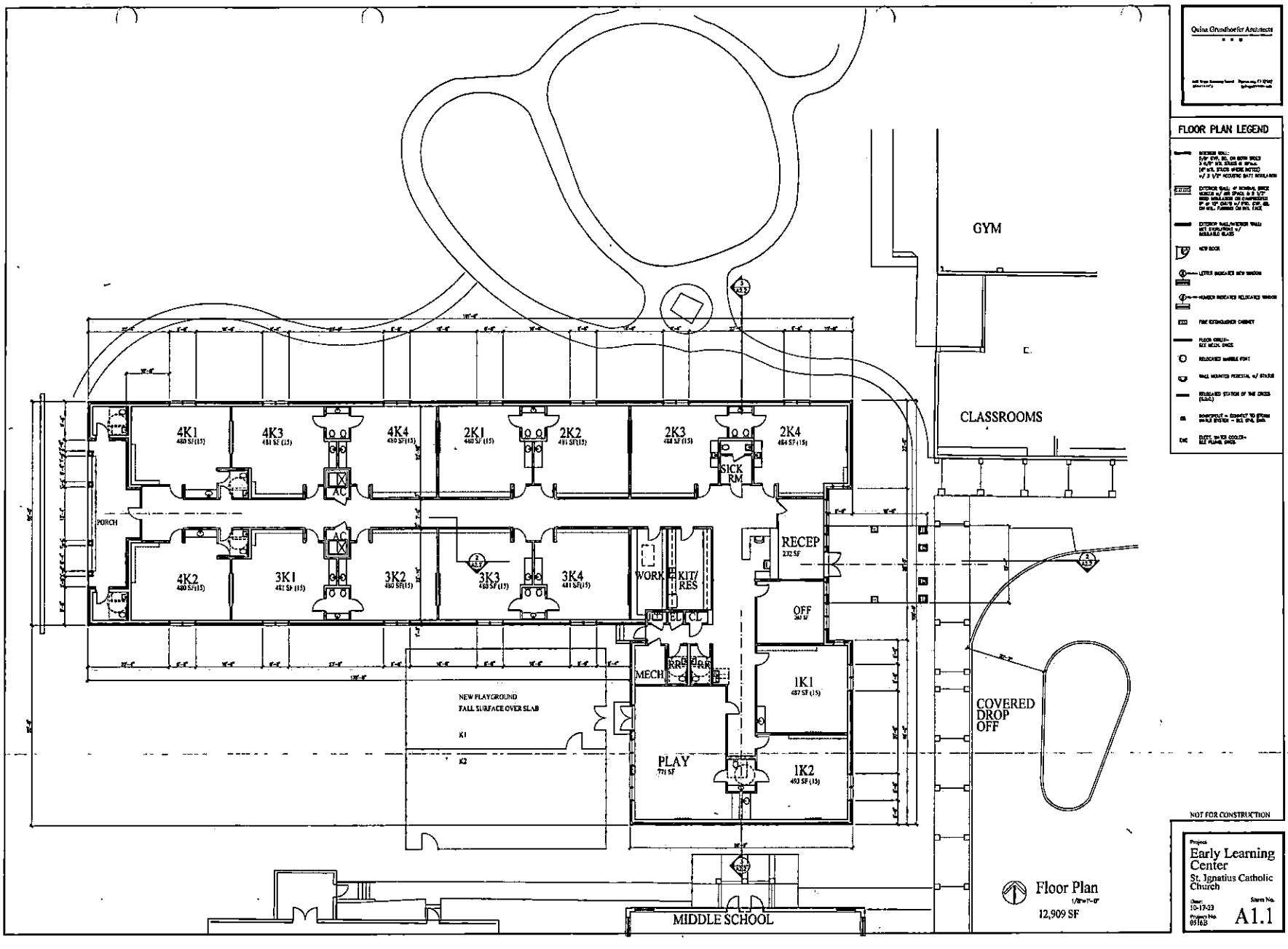
BUILDING HEIGHT **57 FEET CHURCH EAVE & 88 FEET CHURCH TOWER**
ALL OTHER BUILDINGS ARE LESS THAN 35 FEET

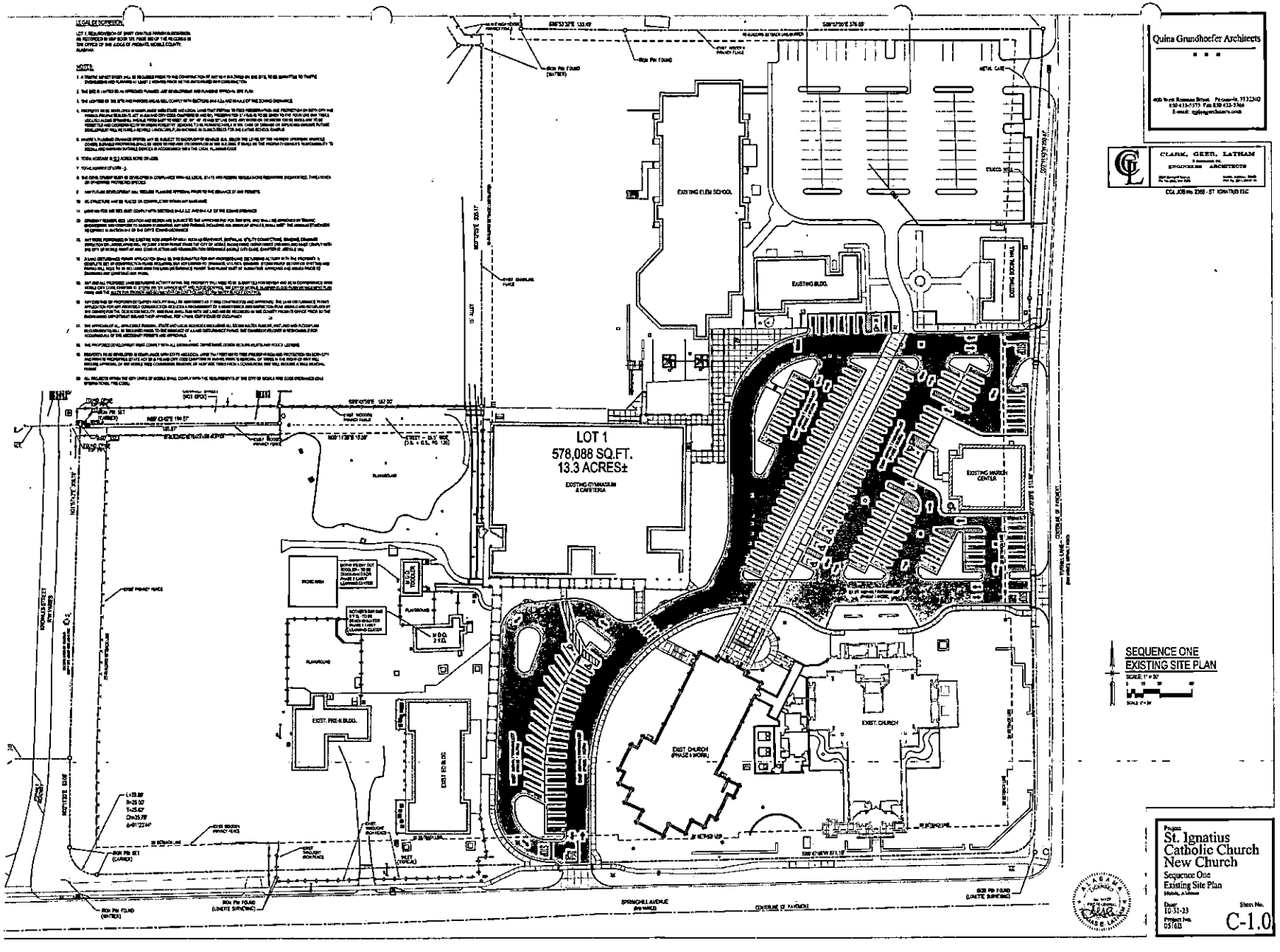
LAND USE STATISTICS

New Church (2021)	12,510 sf	2.2%	2,010 sf balcony
New Early Learning Center	12.525 sf	1.1%	
New Covered Pavilion	1,970 sf	.3%	
Old Church	13,175 sf	1.9%	
Middle School	6,800 sf flr 1	1.2%	6,800 sf flr 2
Marion Center	2,815 sf	.5%	
Gymnasium	24,415 sf	4.2%	
Murray Building	19,055 sf flr 1	3.3%	18,212 sf flr 2
Administration Building & Chapel	4,485 sf	.6%	2,825 sf
SUB TOTAL	**97,750 sf**		**29,847 sf**
TOTAL BUILDING AREA ALL FLOORS			**127,597 sf**
Asphalt Paving	approx. 124,890 sf	21.5%	
Concrete walks and pads	approx. 42,720 sf	7.4%	
Landscape Area	approx. 312,728 sf	51.4%	
TOTAL LAND USE	**578,088 sf**	**100%**	

PARKING STATISTICS

Church: Parking requires 1 space per 4 seats in Church
744/4 = 186 parking spaces required.
School: Parking requires 1 ½ space per teaching station.
38 x 1.5 = 57 spaces.
Total required 243
238 Provided.


GYM
CLASSROOMS
4K1
4K3
4K4
2K1
2K2
2K3
2K4
SICK RM
AC
PORCH
4K2
3K1
3K2
3K3
3K4
WORK
KIT/ RES
RECEP
232 SF
OFF
MECH
1K1
487 SF (15)
NEW PLAYGROUND
FALL SURFACE OVER SLAB
PLAY
771 SF
1K2
493 SF (15)
COVERED DROP OFF
MIDDLE SCHOOL
Floor Plan
12,909 SF
FLOOR PLAN LEGEND
NOT FOR CONSTRUCTION
Early Learning Center
St. Ignatius Catholic Church
A1.1



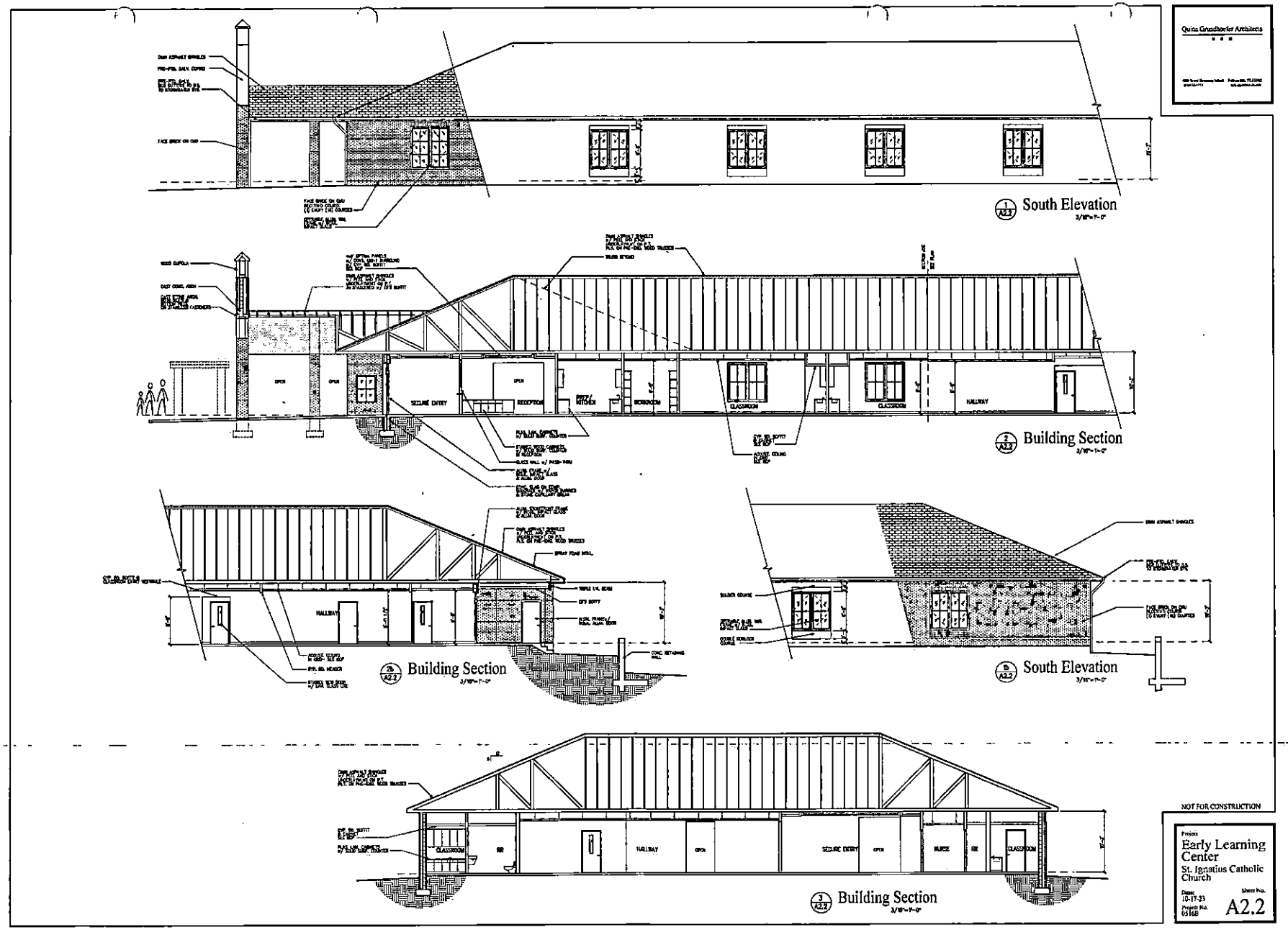
Quina Grundhoefer Architects

CLARK, GEER, LATHAM
ENGINEERS ARCHITECTS

CGL JOB No. 2008 - ST. IGNATIUS ESC

Project
St. Ignatius Catholic Church New Church
Sequence One
Existing Site Plan

Date 10-31-23
Project No. 05103
Sheet No. C-1.0

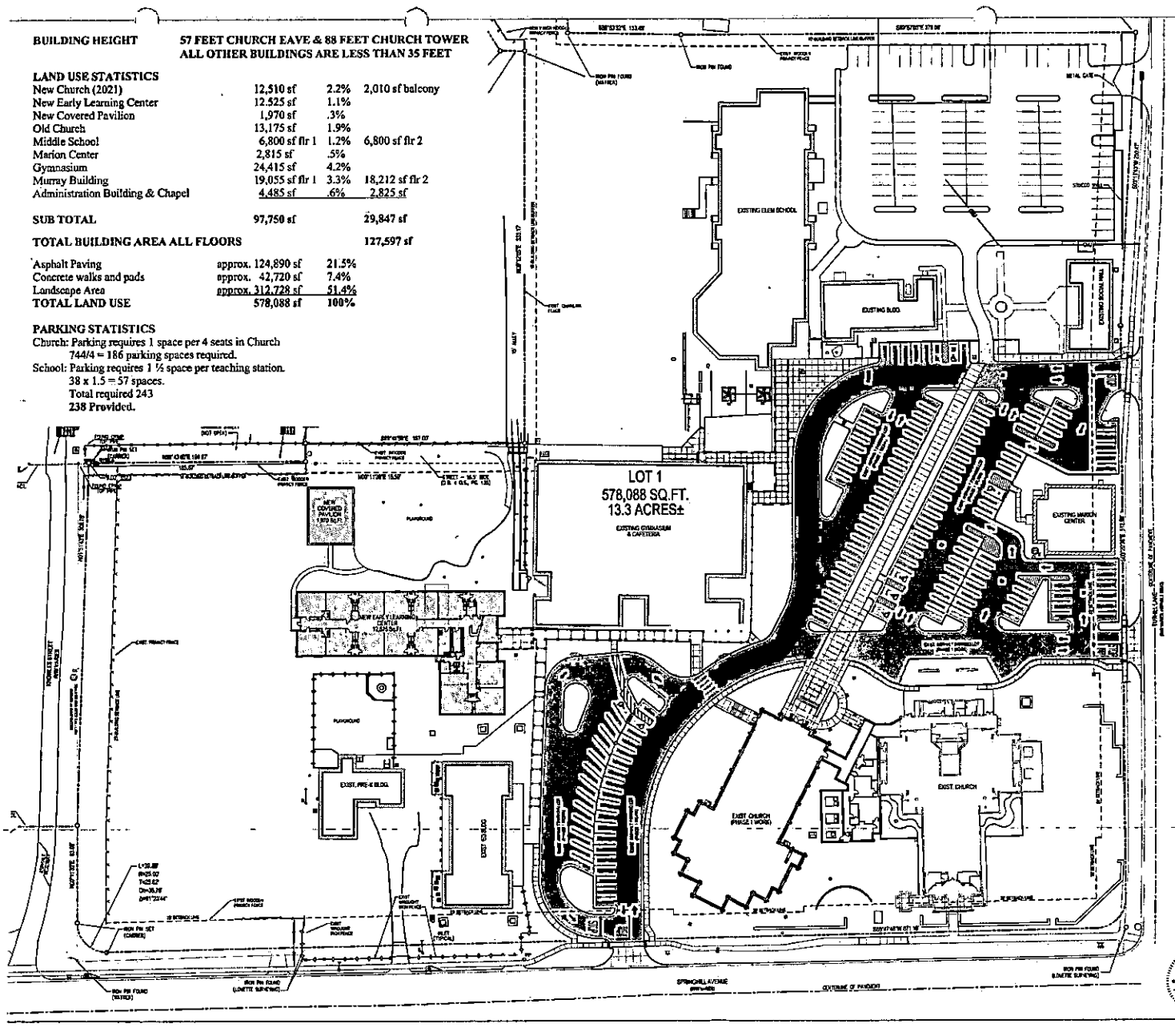

Quinn Grundhoefer Architects
1 A2.2 South Elevation
3/16"=1'-0"
2 A2.2 Building Section
3/16"=1'-0"
2b A2.2 Building Section
3/16"=1'-0"
D A2.2 South Elevation
3/16"=1'-0"
3 A2.2 Building Section
3/16"=1'-0"
NOT FOR CONSTRUCTION
Project
Early Learning Center
St. Ignatius Catholic Church
Date
10-17-23
Project No.
0516B
Sheet No.
A2.2

BUILDING HEIGHT 57 FEET CHURCH EAVE & 88 FEET CHURCH TOWER
ALL OTHER BUILDINGS ARE LESS THAN 35 FEET

LAND USE STATISTICS

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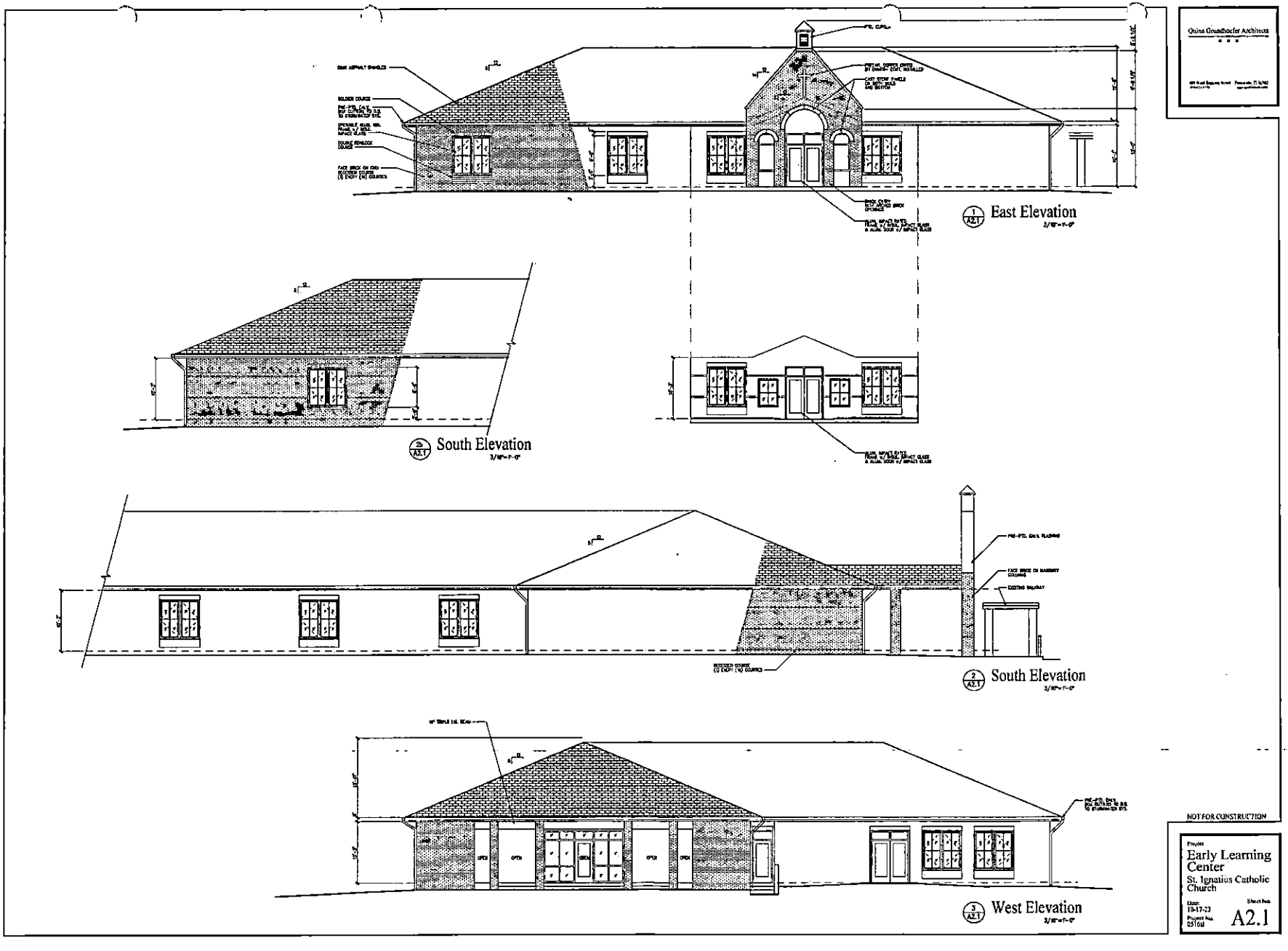
SEQUENCE TWO
PROPOSED PUD/PA SITE PLAN

Quinn Grundhoefer Architects

CLARK, GEER, LATHAM
ENGINEERS ARCHITECTS

Project
St. Ignatius Catholic Church New Church
Sequence Two
Proposed PUD/PA Site Plan

Date 10-31-23
Project No. 0516B
Sheet No. C-2.0



Quinn Grundhofer Architects

NOT FOR CONSTRUCTION

Project
Early Learning Center
St. Ignatius Catholic Church

Date: 10-17-23
Project No. 0516M

Sheet No.
A2.1

RISING SONS OF MT HEBREW
3750 SHEIPS LN
MOBILE, AL 36608

SPENCER LUCILE
925 KNOWLES LN
MOBILE, AL 36608

ST IGNATIUS PARISH,
MOBILE, CORPORATION
3704 SPRINGHILL AVE
MOBILE, AL 36608

HUNTER JACQUELINE M
1821 CHARLANDRA DR
MOBILE, AL 36695

BUTLER ESTER
861 KNOWLES ST
MOBILE, AL 36608

SAFFORD EARL SR
855 KNOWLES ST
MOBILE, AL 36608

OWEN OSWALD VINCENT &
AMORET CLARICE
713 KNOWLES LN
MOBILE, AL 36608

BLACKLEDGE CHARLES
709 KNOWLES LANE
MOBILE, AL 36608

WASHINGTON FREDDIE LEE
& DIAN G
3759 SPRINGHILL AVE
MOBILE, AL 36608

MERCHANT WILLIAM D &
LYNN K
3753 SPRINGHILL AVE
MOBILE, AL36608

MCALEER JOSEPH GUY &
MARY R
3748 SHEIPS LN
MOBILE, AL 36608

DELANEY JAMES ROSS
P O BOX 16126
MOBILE, AL 36616

SALISBURY MARGARET W
3730 CALDERWOOD DR
MOBILE, AL 36608

HARLESS SJON & JAMES II
3724 CALDERWOOD DR
MOBILE, AL 36608

FRIEDLANDER MARY ANN
3716 CALDERWOOD DR
MOBILE, AL 36608

ERDEMIR BULENT K &
MELISSA D
3712 CALDERWOOD DR
MOBILE, AL 36608

WILLIS JOSEPH THOMAS &
KATHLEEN MULROY WILLIS
3708 CALDERWOOD DR
MOBILE, AL 36608

FERGUSON JOHN N
3704 CALDERWOOD DR
MOBILE, AL 36608

OLSEN ROBERT C JR &
HELEN SAVAGE OLSEN
260 TUTHILL LN
MOBILE, AL 36608

ONEILL EMILY M
3675 SPRINGHILL AVE
MOBILE, AL 36608

ABHK LLC
P O BOX 70171
MOBILE, AL 36670

MUSCAT MICHAEL KENNY JR
3671 HAYFIELD PL LOT # B
MOBILE, AL 36608

FINKBOHNER PATRICK RYAN
& MARY W
P O BOX 2182
MOBILE, AL 36652

MCATEE SUZANNE Z
3666 HAYFIELD PL
MOBILE, AL 36608

MOSTELLAR JOHN
501 STIMRAD RD
MOBILE, AL 36610

HUTCHISSON ROSS E III &
EMILY O'N HUTCHISSON
3657 CHELSEA DR S
MOBILE, AL 36608

MCCRACKEN DEBRA K
600 TUTHILL LANE
MOBILE, AL 36608

WEEMS DAVID ANTHONY &
LINDSEY STAURDI WEEMS
609 CHELSEA DRIVE E
MOBILE, AL 36608

BRUNER GEORGE E JR &
JANICE G
608 TUTHILL LN
MOBILE, AL 36608

KNOWLES OLA MAE, OLA M
4959 TRENTON LN
MOBILE, AL 36693

SKINNER LULA MARIE
858 KNOWLES LN
MOBILE, AL 36608

WASHINGTON RUTH
855 MONTFORT RD W
MOBILE, AL 36608

ST IGNATIUS PARISH MOBILE ALABAMA NON PROFIT ORG.
400 GOVERNMENT ST
MOBILE, AL 36602

SMITH BARBARA K
912 KNOWLES ST
MOBILE, AL 36608

MCCONELL RONALD M & MARY A
3721 DUNSTAN CT
MOBILE, AL 36608

WALSH DAVID GUY
3709 TUDOR LANE S
MOBILE, AL 36608

HECKER TIMOTHY & DEVON HECKER
3705 TUDOR LN S
MOBILE, AL 36608

FIGURES NORMAN & MARILYN
3708 KIMBERLY CIR
MOBILE, AL 36608

SHOWS TANYA
603 TUTHILL LN
MOBILE, AL 36608

WOOD ALISON & NICHOLAS
711 KNOWLES LN
MOBILE, AL 36608

WALKER JACOB DANIEL & MARY ELLEN WALKER
3705 KIMBERLY CIR
MOBILE, AL 36608

ADAMS DAVID V & MARY KATHERINE ADAMS
3710 KIMBERLY CIR
MOBILE, AL 36608

STEELE DAVID FITZGERALD JR
3704 KIMBERLY CIR
MOBILE, AL 36608

JOHNSON RUSSELL DEAN & TAYLOR BARR JOHNSON
6074 TUTHILL LN
MOBILE, AL 36608

FOSHEE BRAGG D
3725 DUNSTAN CT
MOBILE, AL 36608

DOWNING GEORGE EDGAR III
3729 DUNSTAN CT
MOBILE, AL 36608

BOUTWELL DERICK & EMILY
3733 DUNSTAN CT
MOBILE, AL 36608

BECKMANN PAUL THOMAS & KELLI LYNN
602 TUTHILL LN
MOBILE, AL 36608

CONNICK KATHERINE EMERSON
12750 BROMLEY RD
STAPLETON, AL 36578

WOLF BRANDON J & CHELSEA L
3650 CHELSEA DR S
MOBILE, AL 36608

BLANKENSHIP JAMES E & AMANDA
3651 CHELSEA DR S
MOBILE, AL 36608

VALLEE JOE
21 EDGEFIELD RD
MOBILE, AL 36608

STUARDI ALOYSIUS EDWIN III
3671 HAYFIELD PL
MOBILE, AL 36608

DELANEY BRYAN C & NEILL O
3700 CALDERWOOD DR
MOBILE, AL 36608

WARREN EUGENE LEE II & KELLY RHODES
3720 CALDERWOOD DR
MOBILE, AL 36608

THOMAS ROBERT & CARLA
3750 SHEIPS LN
MOBILE, AL 36608

CLARK, GEER, LATHAM & ASSOCIATES
c/o THOMAS E. LATHAM, P.E.
3901 SPRING HILL AVE
MOBILE, AL 36608

Agenda Item #: 6

MOD-002715-2023 & MOD-002716-2023

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

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
3650, 3704, 3708, & 3758 Spring Hill Avenue

Applicant / Agent:
Father Bry Shields, St. Ignatius Parish, Mobile

Property Owner:
St. Ignatius Parish Mobile Corporation

Current Zoning:
R-1, Single-Family Residential Suburban District

Future Land Use:
Institutional

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

Schedule for Development:
- May 2024 thru March 2025

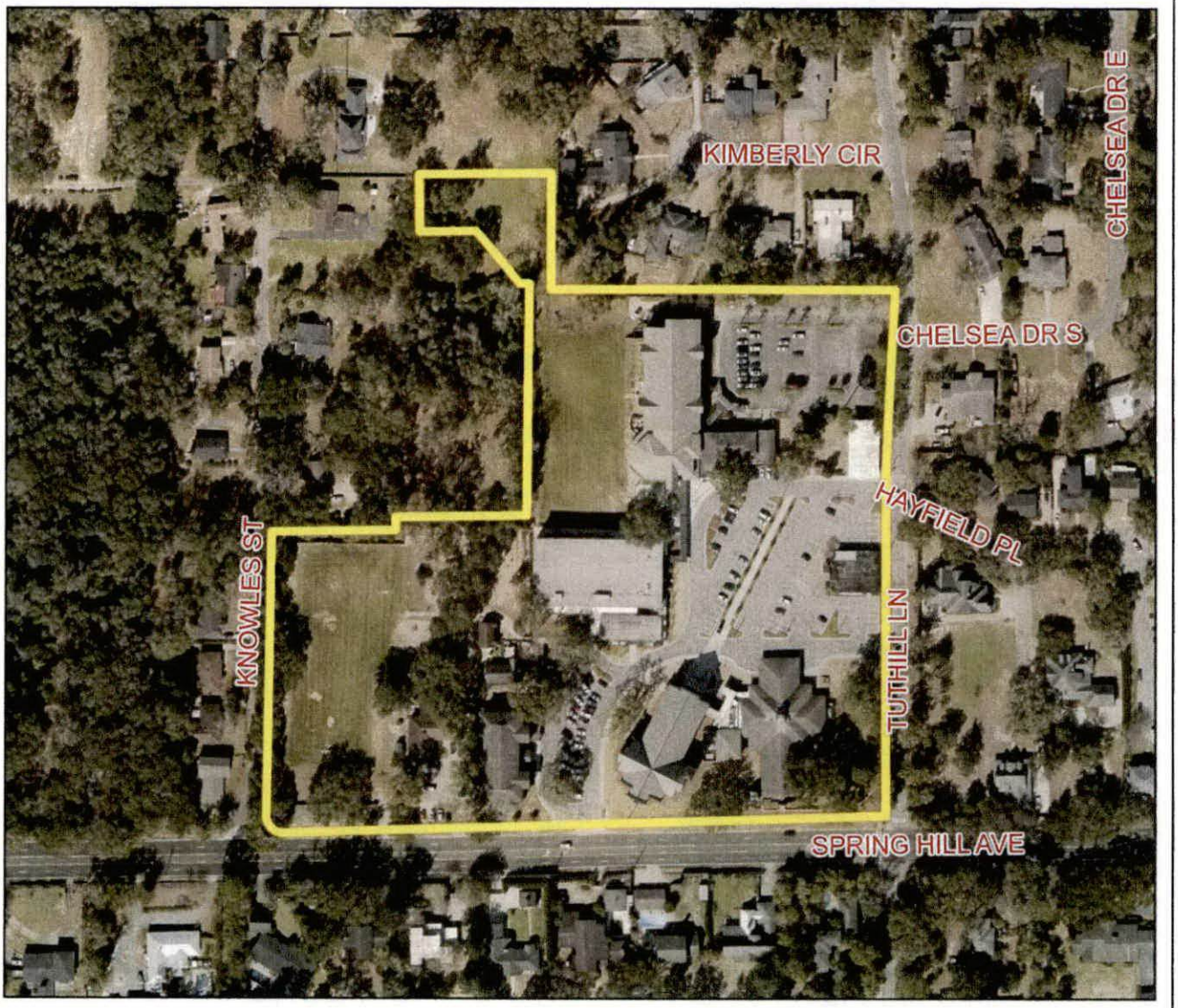
Proposal:
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

Considerations:
1. Modification of a previously approved Planned Unit Development with three (3) conditions; and
2. Modification of a previously approved Planning Approval with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 6 DATE December 7, 2023

APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

N

NTS

SITE HISTORY

In August, 1985 the Board of Zoning Adjustment approved a Front Yard Setback Variance for an addition to the church.

Since 2000, the site has been the subject of numerous Planning Approvals (PAs) to allow a church and private school in an R-1 District, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site. The most recent of these applications were approved by the Planning Commission at its May 7, 2020 meeting to amend a previously approved Master Plan for an existing church and school in an R-1 District to allow an expansion of the site.

A Sidewalk Waiver was approved in June, 2011 to waive construction of a sidewalk along Knowles Street.

The site is currently a legal lot of record via Saint Ignatius Parish Subdivision, approved by the Commission at its June 20, 2019 meeting.

STAFF COMMENTS

Engineering Comments:

PLANNING APPROVAL:

No comments.

PUD:

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Traffic Engineering is recommending this Modification is held over until the Traffic Impact Study noted in Sequence One Existing Site Plan is submitted to Traffic Engineering for the proposed new construction. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The subject site is developed as an existing church and private church school in an R-1, Single-Family Residential Suburban District. The applicant wishes to replace the existing Pre-K Toddler and 2-Year Old Mothers' Day Out facilities with a new one (1)-story Early Learning Center catering to various ages of Pre-K and Kindergarten children, and a covered pavilion. The existing facilities were approved in the most recent Planning Approval (PA) and Planned Unit Development (PUD) Master Plan amendments for the site heard by the Commission in May, 2020. As PAs and PUDs are site plan specific, and the proposed changes are not considered minor changes, the site is required to obtain Major Modification approvals in order to proceed with the construction.

All of the proposed improvements are contained within the existing boundaries of the school property. No new parking is proposed for the new facilities. Parking calculations based upon the UDC standards provided with the application indicate that all school uses of the site will require 76 parking spaces, and all church uses will require 51 parking spaces, for a total of 127 spaces. The site currently provides 236 parking spaces. It should be noted that Article 3, 64-3-12.A.5.(d)(3) of the UDC requires any parking spaces in excess of the minimum required number to have an Alternative Parking Surface. However, as the existing parking provided was approved under review based upon the previous Zoning Ordinance, the requirement of Alternative Paving Surface parking would not be appropriate.

It is unclear if the proposed additions to the site will result in the removal of any required trees. If trees are to be removed, the applicant should coordinate with staff to insure the site maintains compliance with the tree plans on file.

Finally, a note should be placed on both the PA and PUD site plans stating future development of the sites may require review by the Planning Commission, and approval from City Council.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Placement of a note on both site plans stating future development of the sites may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to the recording in Probate Court, and provision of a copy of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE December 7, 2023

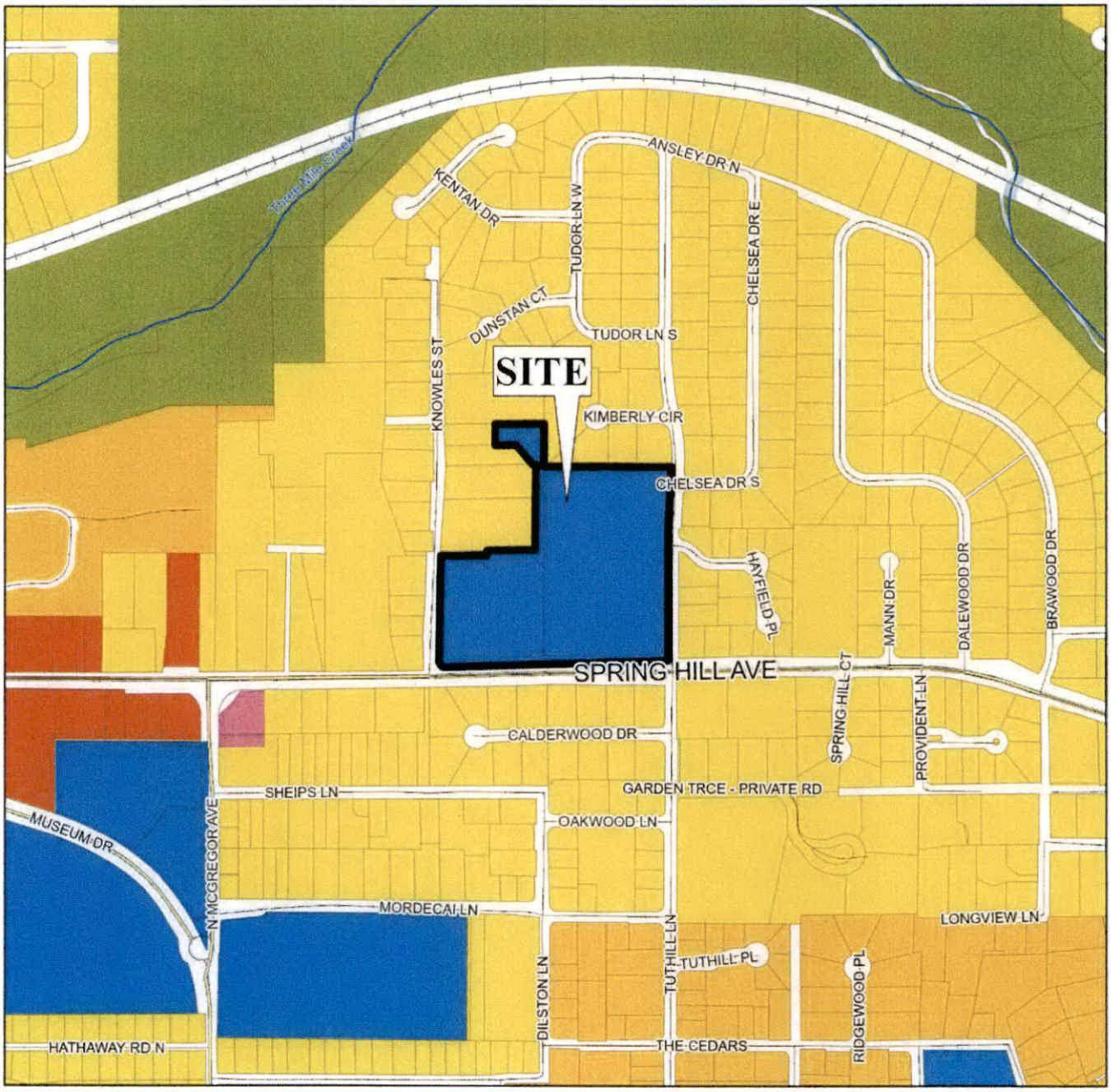
APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE December 7, 2023

APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

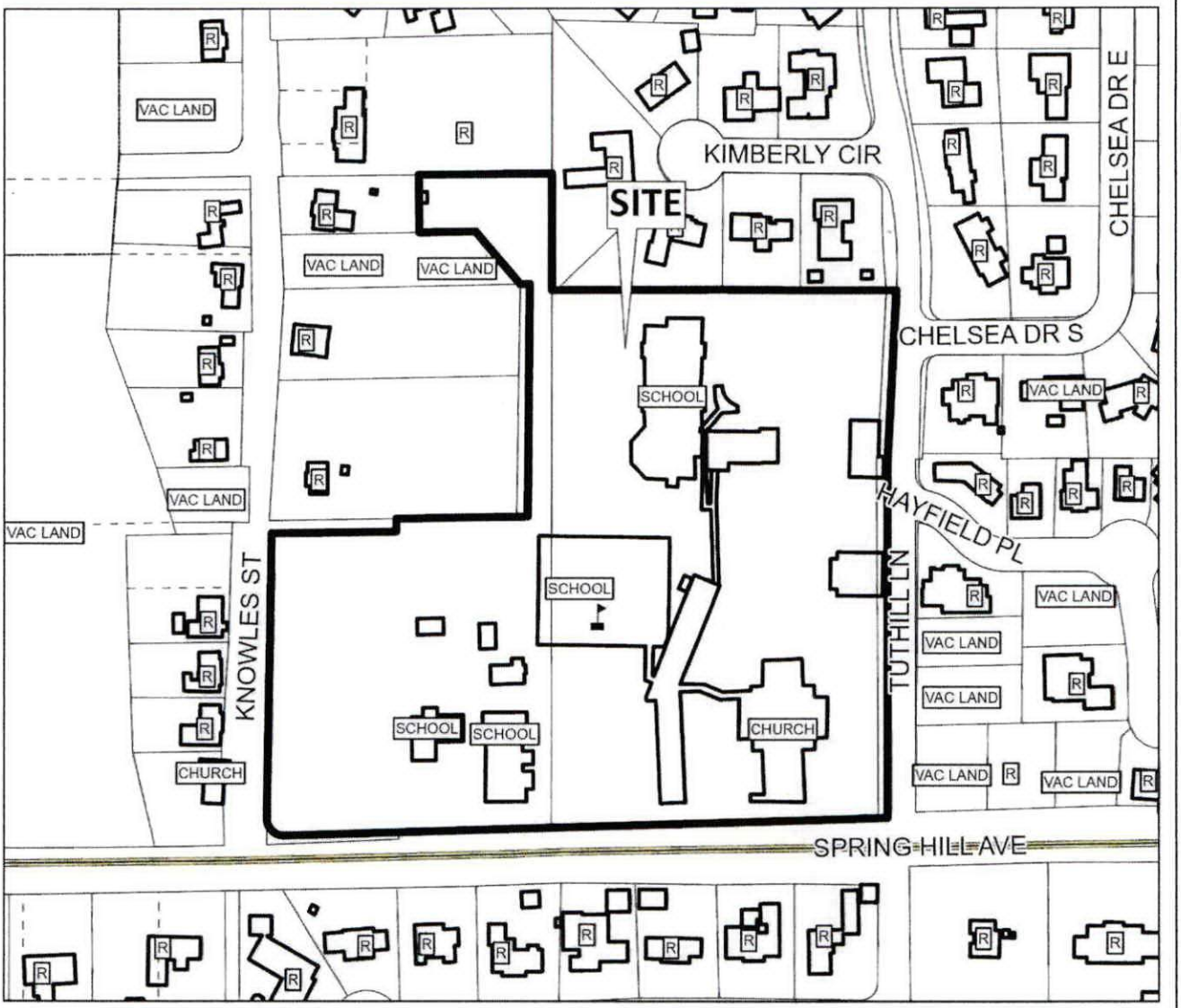
REQUEST PUD Modification, PA Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 6 DATE December 7, 2023

APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

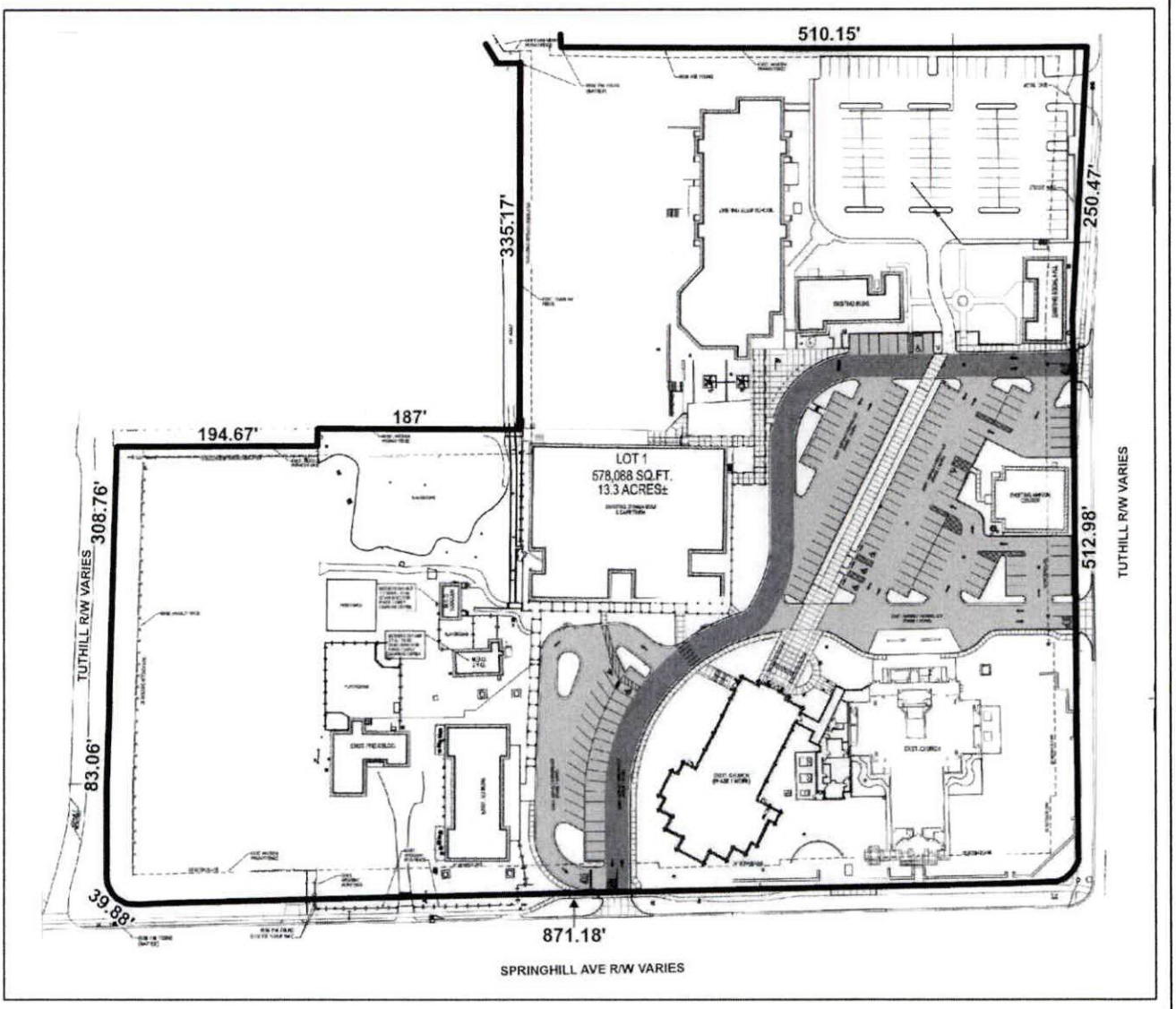
REQUEST PUD Modification, PA Modification

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2
R-1 R-B T-B B-3 CW MH PD SD T-4 T-6
R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

N

NTS

EXISTING SITE PLAN



The site plan illustrates the existing buildings.

APPLICATION NUMBER 6 DATE December 7, 2023

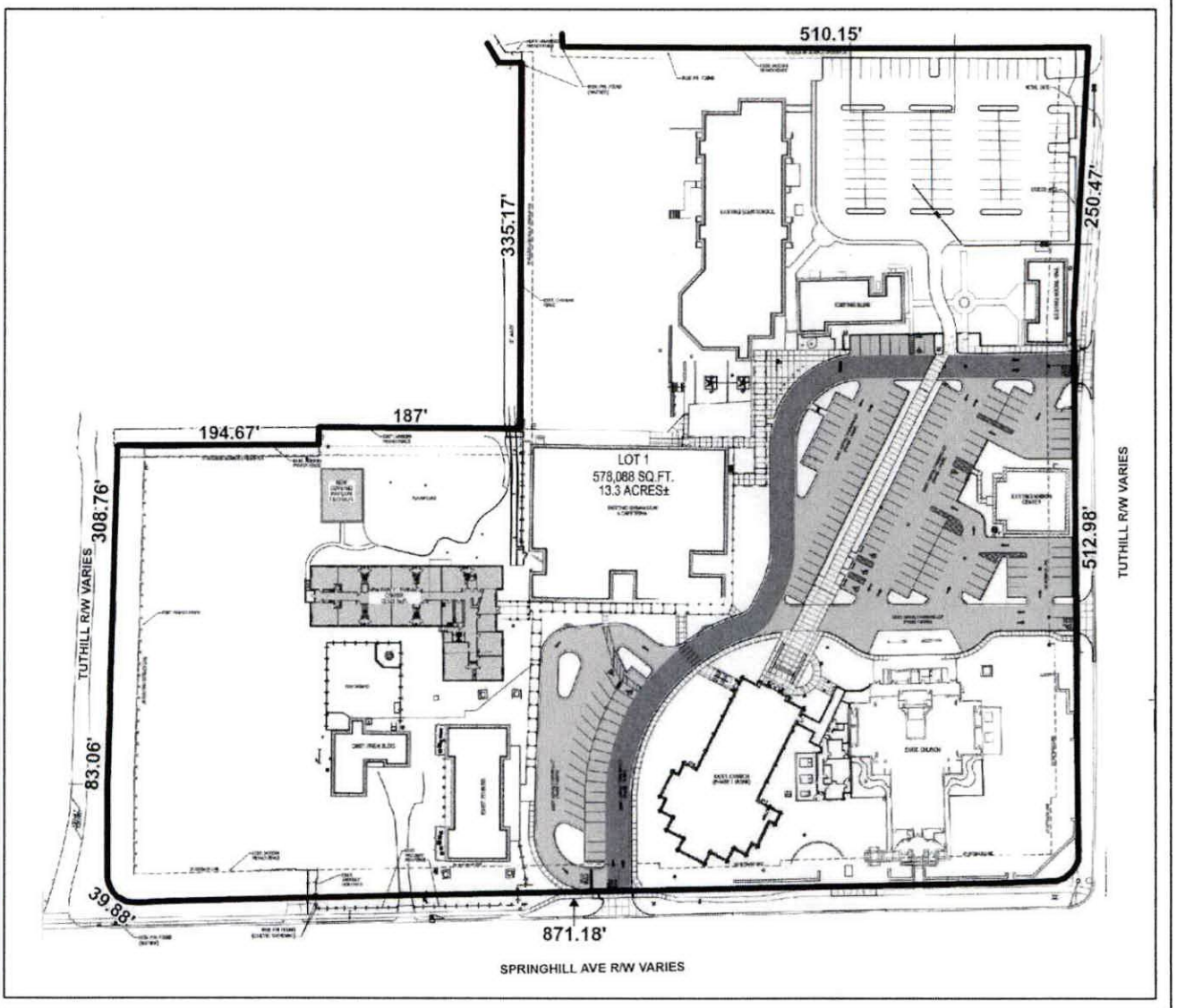
APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

N

NTS

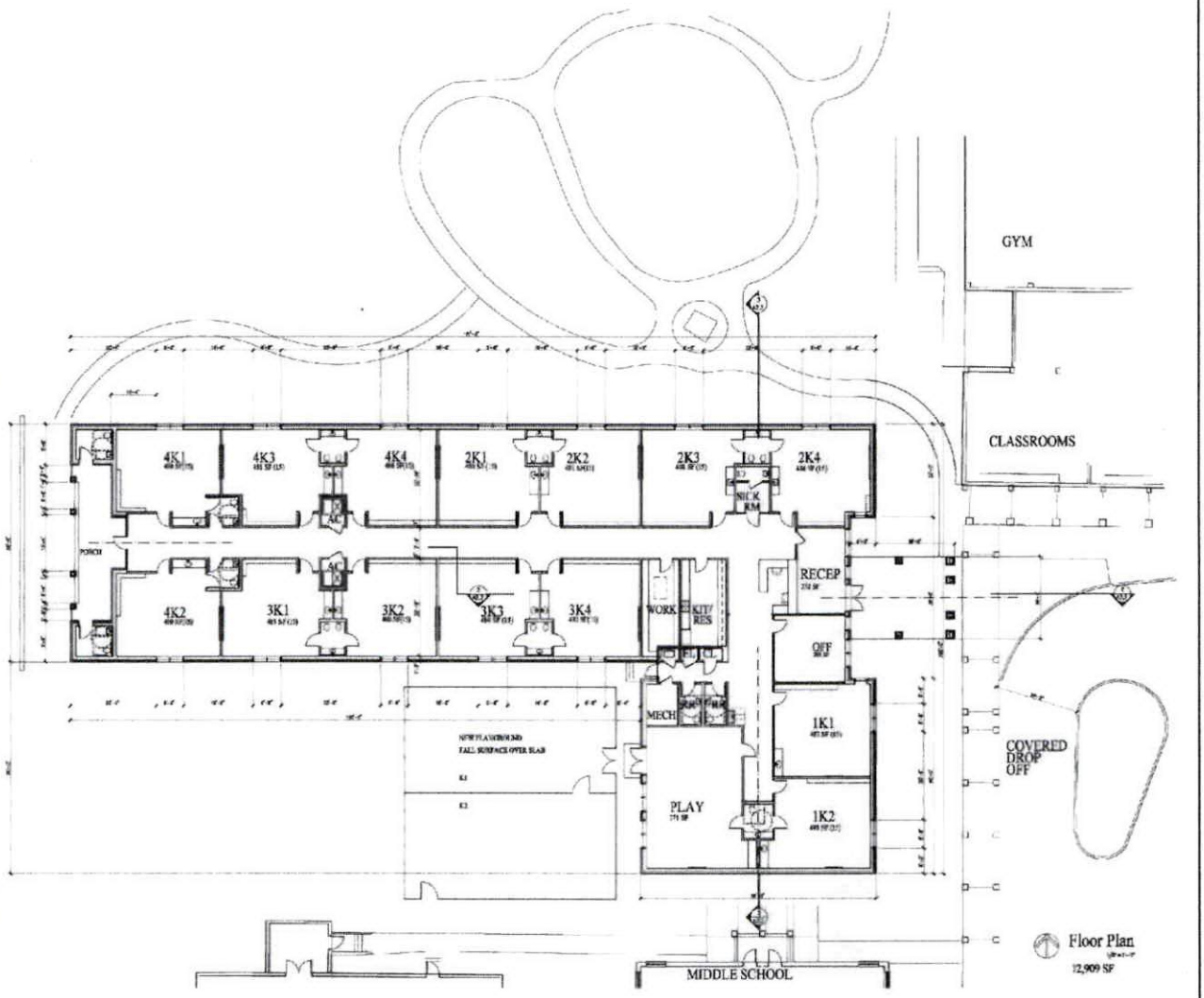
PROPOSED SITE PLAN



The site plan illustrates existing and proposed buildings.

APPLICATION NUMBER 6 DATE December 7, 2023	N
APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile	
REQUEST PUD Modification, PA Modification	NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE December 7, 2023

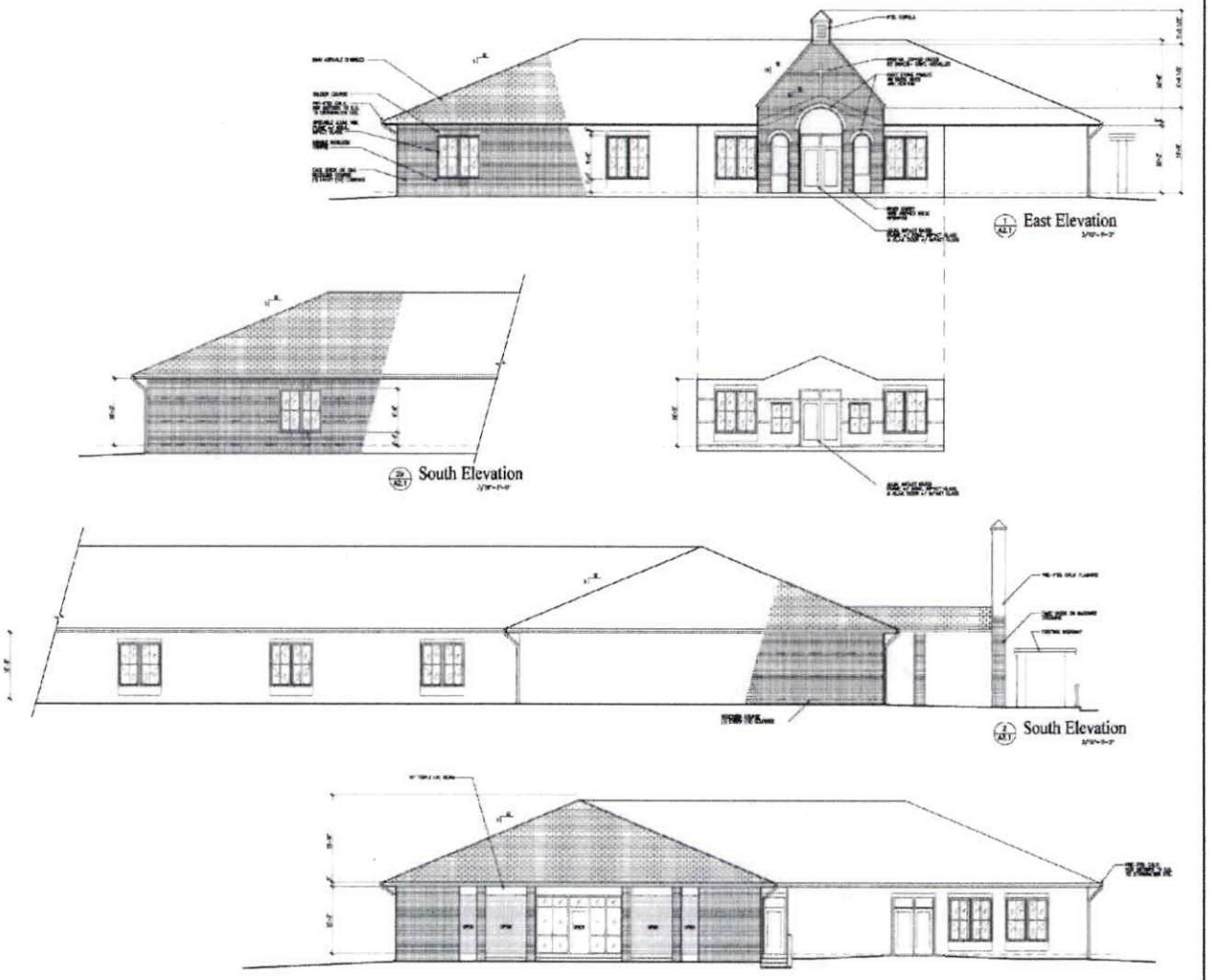
APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE December 7, 2023

APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

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

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

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	1/26/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/25/2024 - 1:47 PM

R E S O L U T I O N

Sponsored by: Councilmember C. J. 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:	MOS 1, LLC
Location:	Dauphin Citgo 811 Dauphin Island Parkway Mobile, AL 36606

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
01/16/2024	TRANSFER - OWNERSHIP	2023 - 5631	127453	January 30, 2024

NOTE: If this letter is altered, or changed in any way, It will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name **MOS 1 LLC**

Trade Name (DBA) **DAUPHIN CITGO**

Location Address **811 DAUPHIN ISLAND PKWY**

City, State, Zip Code **MOBILE AL 36606**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
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JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

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Trade Name (DBA) **DAUPHIN CITGO**

Location Address **811 DAUPHIN ISLAND PKWY**

City, State, Zip Code **MOBILE AL 36606**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
01/16/2024	TRANSFER - OWNERSHIP	2023 - 5631	127453	January 30, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

MOS 1 LLC

Trade Name (DBA)

DAUPHIN CITGO

Location Address

811 DAUPHIN ISLAND PKWY **MOBILE** **AL 36606**

Business Contact Person Information			
Name	Title	Phone	Email
MUKHTAR ALZANDAIN	OWNER		ALZANDANI.MUKHTAR@YAHOO.CO

Has any outstanding license and tax issues been addressed and corrected with this business? **N/A**

What is/was the start date of this business?

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
01/16/2024	TRANSFER - OWNERSHIP	2023 - 5631	127453	January 30, 2024

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
MOS 1 LLC	DAUPHIN CITGO

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	09.19.2023	001-100-076	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
93-3492163	R011924694

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
811 DAUPHIN ISLAND PKWY	MOBILE	AL	36606

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
PO BOX 66784	MOBILE	AL	36660

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE	N/A

Business Contact Person Information

Name	Title	Phone	Email
MUKHTAR ALZANDAIN	OWNER ☐ POA	(347) 647-3632	ALZANDANI.MUKHTAR@YAHOO.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
SPEED 3 LLC	SPEED 3

License Type	License Number	Any ABC Pending Actions
050/070 - RETAIL BEER & WINE (OFF PREMISES)	011328849	NO PENDING ACTIONS

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
H&P PROPERTIES LLC		

Property Owner Address	City	State	Zip Code
--		---	

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
1,400	0	YES	NO	SINGLE	ENTIRE STRUCTURE

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

Is the business used to habitually and principally provide food to the public? **NO**

Is the business equipped with services and facilities for on premises consumption? **NO**

Will the business be operated primarily as a package store? **NO**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
ALZANDANI, MUKHTAR MOHAMED	**MEMBER**		
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
N/A			
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

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

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

M+A The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

M-A The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

M-A The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

M-A The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

M-A Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

M-A 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.

Owner/Applicant Printed Name	Date
MUKHTAR mohemed ALZandani	1-22-24
Owner/Applicant Signature	**Title**
	owner

Sworn to and subscribed before me this 16th day of JANUARY 20 24

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

January 16, 2024

DAUPHIN CITGO

811 DAUPHIN ISLAND PARKWAY

MOBILE, AL 36606 USA

ACCOUNT NUMBER: 127453 TERRITORY 3

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1710192	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20231219094607419

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
SPEED 3 LLC
Address: 811 DAUPHIN ISLAND PARKWAY
MOBILE, AL 36606
Telephone: 251-525-0637

NEW APPLICANT:
MOS 1 LLC
Address: P O BOX 66784
MOBILE, AL 36660
Telephone: 251-380-0700

Current License No: 050-011328849
070-011328849

LICENSED PREMISES ADDRESS: 811 DAUPHIN ISLAND PKWY MOBILE, AL 36606

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 19th day of December, 2023.

CURRENT LICENSEE (NAMED ON LICENSE)

Omer Alkabalan
Print Name: Omer Alkabalan
Title: Member

NEW LICENSEE (APPLICANT)

Mukhtar Alzandani
Print Name: MUKHTAR ALZANDANI
Title: Member

WITNESS: (By ABC Enforcement) Sandy Duncan

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231219094607419

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

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

Trade Name: DAUPHIN CITGO **Filing Fee:**

Applicant: MOS 1 LLC **Transfer Fee:** $100.00

Location Address: 811 DAUPHIN ISLAND PKWY MOBILE, AL 36606

Mailing Address: P O BOX 66784 MOBILE, AL 36660

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

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-100-076

Do you sell Draft Beer?:

Date Incorporated: 09/19/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 09/19/2023

Federal Tax ID: 93-3492163 **Alabama State Sales Tax ID:** r011924694

Name:	Title:	Date and Place of Birth:	Residence Address:
MUKHTAR MOHAMED ALZANDANI	MEMBER		

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: JIM KECK
Business Phone: 251-380-0700
Fax:

Home Phone: 251-380-0700
Cell Phone: 251-380-0700
E-mail: JKECK@JKECKPC.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: SPEED 3
Applicant: SPEED 3 LLC

Previous License Number(s)
License 1: 050-011328849
License 2: 070-011328849

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231219094607419

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: H AND P PROPERTY LLC 251-654-1153
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: 1400 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: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231219094607419

Initial each — **Signature page**

Initial each	
M-A	In reference to law violations, I attest to the truthfulness of the responses given within the application.
M-A	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
M-A	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.
XXX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
M-A	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
M-A	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.
M-A	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.
M-A	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): MUKHTAR ALZANDANI

Signature of Applicant: Mukhtar Alzandani

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

MONTGOMERY, ALABAMA

2023-2024

LICENSE EXPIRES SEPTEMBER 30, 2024
RENEW LICENSE(S) BEFORE AUGUST 1, 2024

Confirmation Number: 20230722000004498

Renewal Period: June 1, 2024 Through July 31, 2024

License Number: 011328849

County:	MOBILE	Tobacco Business Type:	41	Vending Machines:	0
Effective Date:	10/01/2023	Printed Date:	07/22/2023		
Trade Name:	**SPEED 3**				
Licensee:	**SPEED 3 LLC**				
Location:	**811 DAUPHIN ISLAND PARKWAY**				
	MOBILE		**AL**	**36606**	
Mailing Address:	**811 DAUPHIN ISLAND PARKWAY**				
	MOBILE		**AL**	**36606**	

050 RETAIL BEER (OFF PREMISES ONLY)

070 RETAIL TABLE WINE (OFF PREMISES ONLY)

990 TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS
Product type: 1

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

109069

Curtis E. Stewart

ADMINISTRATOR

KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

HAL TAYLOR
SECRETARY

September 18, 2023

Dear Mr. Alzandani,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN.
NAME:ALZANDANI,MUKHTAR MOHAMED
SOC
ABI RESULT:NON-IDENT
SID:

CERTIFIED COPY
OF
ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   MOS 1 LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): MUKHTAR M ALZANDANI

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   P. O BOX 66784 Mobile, AL 36660

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-100-076 DLL

Date	09/19/2023
Time	14:21:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 9 / 19 / 2023 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 2 :21 ○ AM or ◉ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

9 / 19 / 2023
Date (MM/DD/YYYY)

MUKHTAR
Signature as required by 10A-5A-2.04

M ALZANDANI
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
MUKHTAR M ALZANDANI	P. O. BOX 66784 MOBILE, AL 36660	P. O. BOX 66784 MOBILE, AL 36660

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

MOS 1 LLC

This name reservation is for the exclusive use of MUKHTAR MOHAMED ALZANDANI, 6080 SOUTHBEND DR, MOBILE, AL 36619 for a period of one year beginning September 19, 2023 and expiring September 19, 2024

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

September 19, 2023

Date

RES115472

Wes Allen **Secretary of State**

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0245507136
Dec. 04, 2023 LTR 147C 0
93-3492163 000000 00
00001796
BODC: SB

MOS 1 LLC
DAUPHIN CITGO
% MUKHTAR ALZANDANI SOLE MBR
PO BOX 66784
MOBILE AL 36660-1784

019237

Employer identification number: 93-3492163

Dear Taxpayer:

Thank you for your inquiry of Nov. 22, 2023.

Your employer identification number (EIN) is 93-3492163. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at IRS.gov/forms or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call 800-829-4933.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0245507136
Dec. 04, 2023 LTR 147C 0
93-3492163 000000 00
00001797

MOS 1 LLC
DAUPHIN CITGO
% MUKHTAR ALZANDANI SOLE MBR
PO BOX 66784
MOBILE AL 36660-1784

Sincerely yours,

G. Carter-Louis

G. Carter-Louis, Operations Manager
Accounts Management Operations 2

Enclosures:
Copy of this letter

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

MOS I LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011924694	11/1/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 457110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

811 DAUPHIN ISLAND PKWY MOBILE AL 36606-4212

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY
REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Ownership Type	Company Name

The above described property is ☑ Owned ☐ Leased to/by H & P LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 9 day of January 2024

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Natalie Bryan	Natalie Bryan	Feb 16 2026

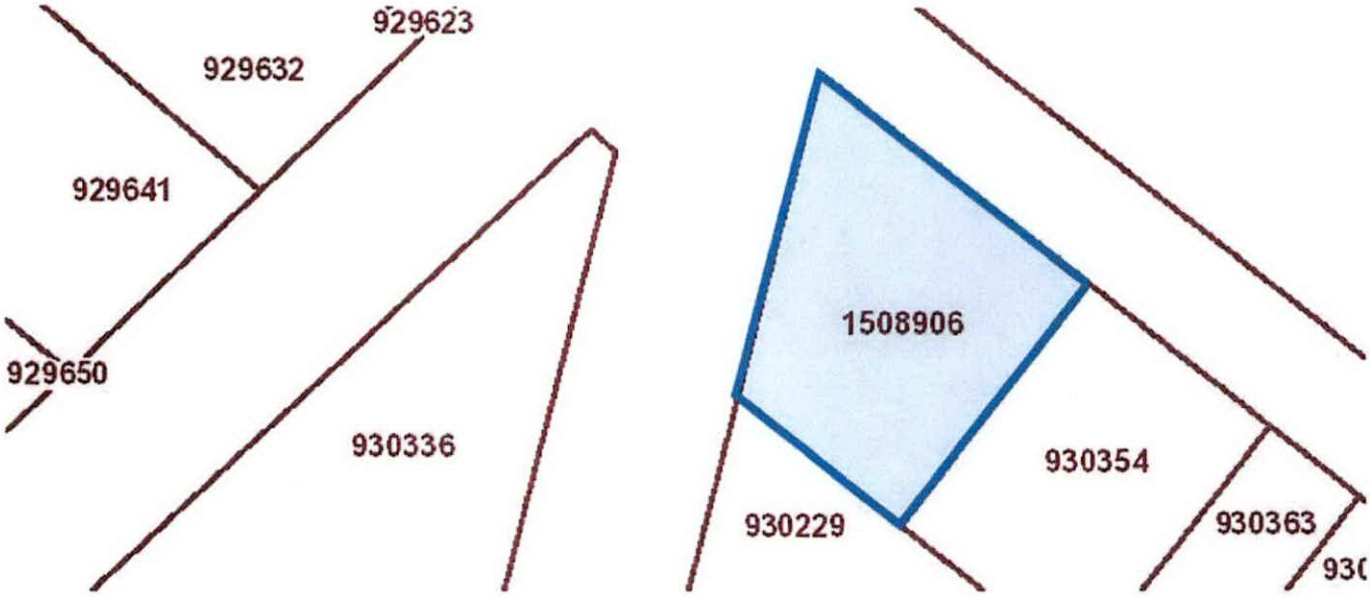
Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
Hong C Pham	MUKHTAR ALZANDANI
Owner of Property (Signature)	Applicant Name (Signature)
Hong C Pham	
Street Address	Street Address
City, State, Zip	City, State, Zip
Date Agreement Signed	Date Agreement Signed
1-9-24	1-9-24

Mobile County Property Search

Key Number: 1508906 For Year 2023

Map



Property Details

Account	
Key Number:	1508906
Legal Description:	BEGIN AT PT INT OF E/L OF DAUPHIN ISLAND PKWY & S/L OF DUVAL STREET & PROCEED S 50 DEG 56 MIN E 141.50 FT ALG S/L OF DUVAL STREET TO PT TH S 39 DEG 04 MIN W 131.0 FT TO PT TH N 50 DEG 56 MIN W 82.76 FT TO PT ON E/L OF DAUPHIN ISLAND PKWY TH N 14 DEG 55 MIN E 143.50 ALG E/L OF DAUPHIN ISLAND PKWY TO POB #SEC 28 T4S R1W #MP29 10 28 3 003
Parcel Number:	2910283003087XXX
Type:	Real
Property Class:	2
Location	
Address:	811 DAUPHIN ISLAND PKWY MO
Owner	
Name:	H & P PROPERTY LLC
Mailing Address:	
Exemptions:	For privacy reasons not all exemptions are shown online.

Information for address:
811 DAUPHIN ISLAND PKWY



- **Parcel Information:**

Key / ID:
01508906 / R022910283003087.000
Owner:
H & P Property Llc
7016 Charleston Oaks Dr S

Mobile, Al 36693

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
3

- **Township/Range/Section:**
4s1w28

- **Tract Census 2010:**
002302

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1783743.744
Y: 241842.162

- **Zoning:**
Check zoning on Planning & Zoning

Services:

- **Community Action Group:**
Maysville

- **Fire District:**
Fire Station 9 Husband

- **Garbage Pickup Day:**
Thursday-East - Route H

- **Police Precinct / Beat:**
Precinct - 1 / Beat - 13

- **Trash Pickup Day/ Unit:**
Monday South - biweekly / Td-11

Political:

- **City Council District:**
3 - C.j. Small

- **County Commissioner District:** 1

- **State House District:** 103

- **State Senate District:** 33

School:

- **Elementary School District:**
Maryvale

- **High School District:**
Williamson

- **Middle School District:**
Williamson Preparatory

- **School Board District:** 4

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 2

- **Storm Surge Category:** 5

- **Flood Zone:**
Check flood zone on City Map

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

MOS 1 LLC

Trade Name (DBA)

DAUPHIN CITGO

Location Address

811 DAUPHIN ISLAND PKWY MOBILE AL 36606

Application Number

2023 - 5631

Post Date

01/16/2024

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

January 30, 2024

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

LEASE

1. **PARTIES.** This lease, entered into this 9th day of October, 2023 by and between H & P Property LLC ("Landlord") and MOS 1 LLC ("Tenant").
2. **LEASED PREMISES.** Landlord, in consideration of Tenant's covenants and agreements contained herein, hereby grants, demises and lets unto Tenant, and Tenant hereby leases and takes from Landlord, the premises and improvements thereon known as 811 Dauphin Island Parkway, which is situated in the City of Mobile, County of Mobile, State of Alabama, zip code 36606, together with all improvements appurtenances, UST's and rights incidents thereto (the "Leased Premises").
3. **TERM AND RENEWAL OPTION.** The primary term of this lease shall be five (5) years, commencing October 10th, 2023. (" Commencement Date") if the commencement occurs on other than the first day of the month, then the rent shall be prorated for such partial month and the lease term shall officially commence on the first day of the following month. The primary term of the lease shall expire five (5) years from such official commencement date. No rent shall be due or payable prior to the Commencement Date.

   Tenant shall have and is hereby granted a total of two (2) successive options to extend the term of this lease upon the same terms and conditions herein for any period of time not exceeding five (5) years for each such option. If Tenant elects to exercise any such options, it shall give Landlord notice not less than ninety (90) days prior to the expiration of the primary term or the current extension. Tenant shall state in such notice the date to which it elects to extend the term.
4. **USE OF LEASED PREMISES.** Tenant may occupy and use the Leased Premises for any lawful purpose or activity, including the storage and sale of petroleum products and convenience store.

CamScanner

TO Landlord	**H & P Property LLC**
	7016 Charleston Oaks Dr. S
	Mobile, AL 36695
TO Tenant	**MOS 1 LLC**
	6080 Southbend Dr.
	Mobile, AL 36619

23. EFFECTIVE. This Lease shall become effective when executed by an authorized representative of Tenant and Landlord. Should either party fail to deliver an executed counterpart of this Lease to the other party on or before October 10th,2023, the parties shall be relieved of any further liability to each other, and this Lease shall be of no further force or effect.

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates below.

LANDLORD:	**TENANT:**
H & P Property LLC	**MOS 1 LLC**
BY:	**BY:**
Its: Owner	**Its:** owner
Date: 10-09-23	**Date:** 10-9-23

PEGGY M BUCKLEY
My Commission Expires
July 21, 2025

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☒ New Owner ☐ Location Change	☐ No ☒ Yes Relocation Date	☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
MOS I LLC	SPEED 3

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
811 DAUPHIN ISLAND PKWAY	MOBILE	AL	36606

Business Contact Person Information

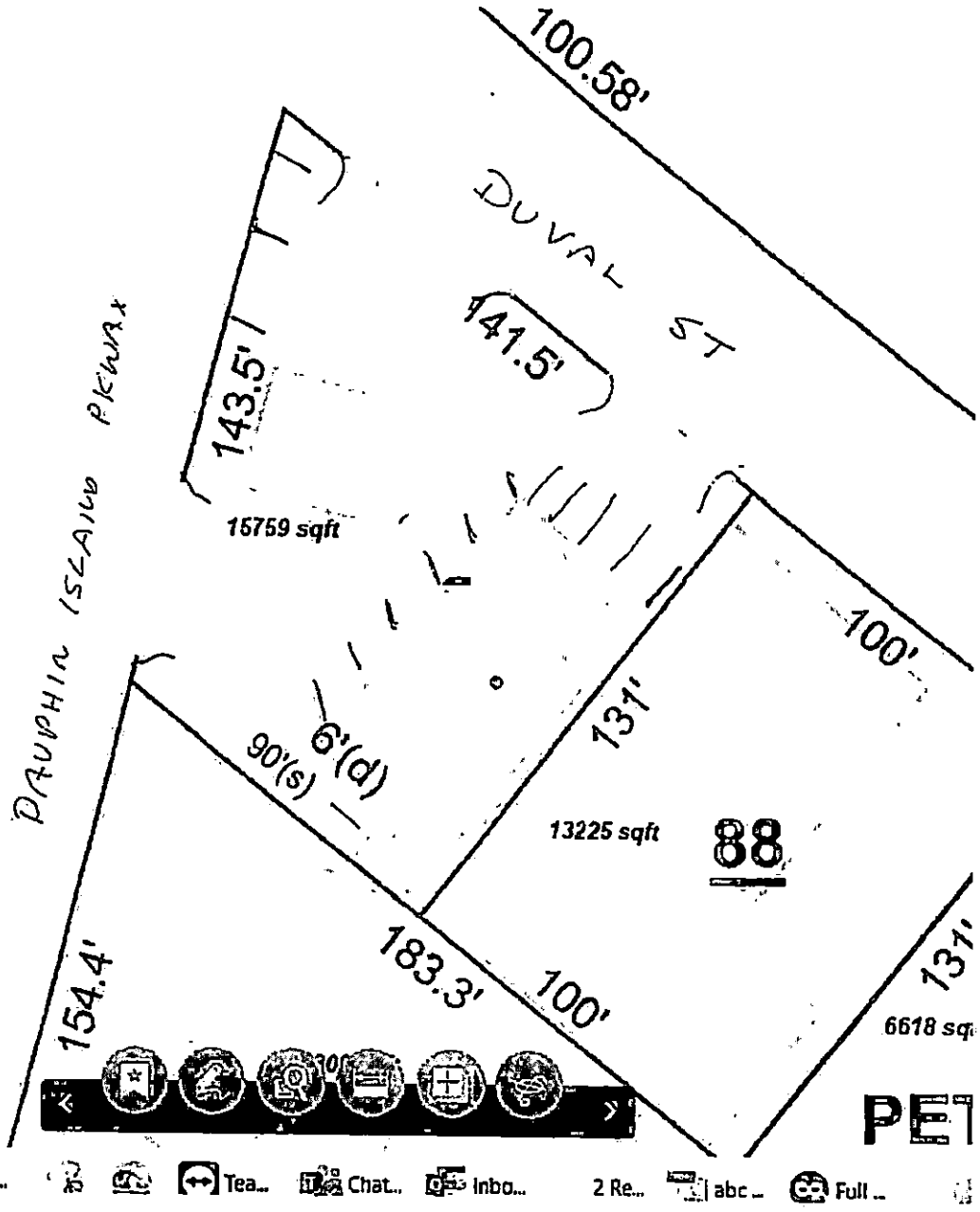
Name	Title	Phone	Email
MUKHTAR ALZANDANI	MEMBER	347-647-3632	

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
3,140 sqft	**12**	**10**	**Yes**	**B-3**	**Yes**

Comments

Print Name	Signature	Date
Payton Rogers	Digitally signed by Payton W. Rogers Location: Mobile, AL Contact Info: 251-208-5895 Date: 2024.01.24 08:42:52-06'00'	**1/24/2024**


100.58'
DUVAL ST
141.5'
143.5'
15759 sqft
DAUPHIN ISLAND PKWY
100'
131'
6'(d)
90'(s)
13225 sqft
88
154.4'
183.3'
100'
131'
6618 sq
PET

1508906

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/6/2024

Renewal Date of Contract:

2/6/2024

Funding Source

Project # 605 Gayle Street - ME-146-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 605 Gayle Street	Cover Memo	1/31/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/1/2024 - 10:45 AM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **605 Gayle Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **605 Gayle Street** described as:

COMG AT PT ON E/S OF GAYLE ST 103 FT 2 INS S OF SE COR OF GAYLE & NEW JERSEY STS & RUNNING TH SLY ON E/S OF GAYLE ST 51 FT 7 INS TH ELY & PAR W/NEW JERSEY ST 112 FT 6 INS TH NWLY 51 FT 7 IN TH WLY 112 FT 6 INS TO POB BEING LOT 4 SQ 236 OF MIDDLE DIVISION OF BERNOUDY TRACT #SEC 38 T4S R1W #MP29 10 38 0 004

Parcel Number: 29 10 38 0 004 039

Last Assessed to: MOON EQUITIES, LLC

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished/secured*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
January 30, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, February 6, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **605 GAYLE STREET,** OWNED BY OR MAY HAVE AN INTEREST: **MOON EQUITIES, LLC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 38 0 004 039
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

605 GAYLE ST

Property Details

PARCEL KEY#	00949647	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	Y EXPOSED
SURVEY DATE		COMMENTS	

Property Score

SCORE ~~78~~ 58

SCORE DESCRIPTION Demo

Notes

1 y

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 10-23-23

Voted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 12/13/2023

Property Address: 605 Gayle Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [ ] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Moon Equities, LLC
6100 Wilshire BLVD, STE 830
Los Angeles, California 90048-5108

December 13, 2023

RE: **605 Gayle Street**
Project Number: ME-116-23

Dear Moon Equities, LLC:

On December 7, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 605 Gayle Street.

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

COMG AT PT ON E/S OF GAYLE ST 103 FT 2 INS S OF SE COR OF GAYLE & NEW JERSEY STS & RUNNING TH SLY ON E/S OF GAYLE ST 51 FT 7 INS TH ELY & PAR W/NEW JERSEY ST 112 FT 6 INS TH NWLY 51 FT 7 IN TH WLY 112 FT 6 INS TO POB BEING LOT 4 SQ 236 OF MIDDLE DIVISION OF BERNOUDY TRACT #SEC 38 T4S R1W #MP29 10 38 0 004

Parcel Number: 29 10 38 0 004 039

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

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☐ an accumulation of trash and debris.

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

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

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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

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

a) Repair the structures / and or building by **January 26, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 26, 2024,** provide the Code Official with a work plan to accomplish the repairs by **January 26, 2024,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **January 26, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on February 6, 2024, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama,** in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

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

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

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

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

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **605 GAYLE STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **605 GAYLE STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **605 GAYLE STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **605 GAYLE STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **605 GAYLE STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **605 GAYLE STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **605 GAYLE STREET** **PHOTOS AGENDA / DW**



Affidavit of Mailed Notice

Date: February 6, 2024

State of Alabama
County of Mobile

Subject Property – 605 Gayle Street

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 605 Gayle Street Date: November 29, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 9, 2023

Per the Title Report, the owner is: Moon Equities, LLC

Note: Lis Pendens filed October 24, 2023, after sale date for new owner, Moon Equities, LLC of October 3, 2023. They may not be aware of Lis Pendens. Moon Equities, LLC is not registered in the State of Alabama. Only listed in California.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Moon Equities, LLC 605 Gayle St Mobile AL 36604-2805	Subject Address
2	Moon Equities, LLC 6100 Wilshire Blvd Ste 830 Los Angeles CA 90048-5198	Owner Address and phone numbers found on Google and Lexis Nexis Business info good through 10/21/2023 Phone number 213-421-0721 found on Facebook
3	California Corporate Agents, Inc 2108 N St Ste C Sacramento CA 95816-36604	Registered agent

TAX STATUS: 2023 TAXES CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Amy B Kinlaw c/o George S Swann, filed October 24, 2023, recorded 11/14/2023, instrument number 2023067160

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor and William Carroll, Councilmember

Purpose and Scope of Project:

to authorize the Deputy Director of Real Estate Asset Management to obtain a public works contract for the repair and remediation of the emergency brick facade stabilization and removal without advertisement, and approval of said contract

Amount of Contract:

$286,804

Funding Source

Project # Resolution for Emergency Brick Removal - Civic Center Theater **Discretionary Funds** n/a

Project String n/a **Contract Number:**4846

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

Grant Funds n/a **Matching Funds** n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Emergency Brick Removal - Civic Center	Resolution Letter	1/11/2024
Contract	Backup Material	1/11/2024
PP Bonds	Backup Material	1/11/2024
ACORD form	Backup Material	1/11/2024
Southern Preser	Backup Material	1/11/2024
Capital Contract Summary Sheet	Backup Material	1/11/2024

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	1/11/2024 - 3:09 PM
Capital	Rhodes, Brenda	Approved	1/11/2024 - 5:05 PM
Legal	Kern, Chris	Approved	1/11/2024 - 5:31 PM
Legal	Kern, Chris	Approved	1/11/2024 - 5:31 PM
Mayors Office	Montgomery, Brandi	Approved	1/12/2024 - 10:11 AM

RESOLUTION DECLARING PUBLIC WORKS REPAIR EMERGENCY

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

WHEREAS, Code of Alabama 1975, Section 39-2-2 (e) provides an exception to the requirement for the advertisement of public works contracts in case of "emergency affecting public health, safety, or convenience which would result from delay"; and

WHEREAS, the City Engineer has determined that there is an emergency exterior wall brick issue of the Mobile Civic Center Theater building, 401 Civic Center Drive, facilities, emergency brick façade stabilization and removal. Total collapse is imminent and will cause potential risk of damage to property and persons and jeopardize the health and safety of the public;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that pursuant to Section 39-2-2 (e) of the Code of Alabama, 1975, that, as of January 1, 2024, at 2:00 p.m., a public works "emergency affecting public health, safety or convenience" has existed as stated above warranting immediate remedial action;

BE IT FURTHER RESOLVED that the Deputy Director of Real Estate Asset Management is authorized to obtain a public works contract for the repair and remediation of the above emergency without advertisement; and said Deputy Director desiring to contract with Ketom Construction Company, Inc. d/b/a Southern Preservation Systems, for said repair and remediation in an amount not to exceed $286,804.00;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the contract between the City of Mobile and Ketom Construction Company, Inc., d/b/a Southern Preservation Systems attached hereto or one substantially similar, and made a part hereof, as though set forth in full, a copy of which is on file in the office of the City Clerk.

Adopted

_____

City Clerk

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)

Ketom Construction Company, Inc. d/b/a Southern Preservation Systems
3735 Harrison Road
Suite 100
Loganville, Georgia 30052

City of Mobile Business License Number: 122970
Secretary of State Registration Number: 000-097-725

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

Mobile Civic Center Theater Emergency Brick Façade Stabilization and Removal
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034E-23

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

Goodwyn Mills Cawood, LLC
11 North Water Street
Suite 15250
Mobile, AL 36602

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.

Init.
/

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User Notes:
(861502052)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

[X] Within Seven (7) calendar days following issuance of a Notice to Proceed by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Forty-five (45) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

Init.

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User Notes:
(861502052)

§ 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.

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 Thirty-Eight Million One Hundred Sixty Thousand and 00/100 Dollars ($ 38,160,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$247,691.00
Contingency Allowance:	$39,113.00
Alternates	$0.00
Total Bid:	$286,804.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
NONE	

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
(Row deleted)

Contingency	$39,113.00

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)
1. Unit price per square foot for additional brick removal over and above the base bid estimated quantity of 3,032 square feet as directed by the Program Manager. The final contract amount will be adjusted by change order for the actual additional quantity removed at the completion of the work.	Square Foot	$64.50

§ 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

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the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Program Manager by the Contractor and Certificates for Payment issued by the Program Manager, 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 Program Manager 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 Program Manager 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 Program Manager 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 Program Manager 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 Program Manager 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 Program Manager 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.

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§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%) of the Contract Base Bid. Increases in the contract sum by Change Order shall not 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
(Paragraphs deleted)
retainage.

§ 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 Program Manager/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

Retainage will be paid when Contractor submits 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.

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"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 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (Contractor) has completed the contract for 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.)

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

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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)

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Brad Williams, Regional Manager, Southern Preservation Systems
3735 Harrison Road, Suite 100
Loganville, Georgia
bradw@spsatl.com

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

§ 8.5 Insurance and Bonds

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

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

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

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Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America.

.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 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

.4 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.

.5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

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.6 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.7 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.

.8 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.9 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.

.10 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.

.11 "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.

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Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 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 Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

.3 Drawings

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Provided herein as Exhibit A.

.4 Specifications

Provided herein as Exhibit A.

(Paragraph deleted)

.5 Addenda, if any:

Number	Date
NONE	

(Paragraphs deleted)

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 provided herein as Exhibit A:

A. Request for Proposals
B. Supplemental Sketches provided by Architect
C. Proposal review questions/clarifications
D. Contractor's Revised Proposal

(Paragraph deleted)

§ 9.2

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NONE			

§ 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.)

NONE.

§ 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

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not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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User Notes:
(861502052)

This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract:
Contractor:

Brad Williams

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor

(Rows deleted)
(Printed name and title)

Brad Williams Regional Manager
(Printed name and title)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared as President of , 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 8th day of January, 2024.

Stephan

NOTARY PUBLIC
My Commission Expires: Oct. 14, 2024

Init.
/
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User Notes:
(861502052)

Volkert, Inc.
11 N. Water Street
RSA Tower
Suite 18290
Mobile, AL 36602
www.volkert.com

VOLKERT

October 11, 2023

Subject: Request for Proposals (RFP) for Emergency Brick Façade Stabilization and Removal for the Mobile Civic Center Theater.

On behalf of the City of Mobile, Volkert as the Program Manager, is requesting proposals from reputable and qualified firms licensed in the State of Alabama, capable of providing brick masonry temporary stabilization; removal of select areas of the brick façade from the Mobile Civic Center Theater, and temporary water-proofing of the underlying structure.

SCOPE OF WORK:

The Contractor is to provide all labor, equipment, materials, falsework, and any other items necessary to accomplish the scope of work in accordance with all OSHA requirements, and any and all other Federal, State, and Local safety, environmental, and permitting requirements.

The work consists of the following primary tasks. All ancillary work required to accomplish the primary tasks is to be included in the Contractor's bid price.

1. Providing temporary bracing of the existing brick masonry to prevent unexpected collapse during removal.
2. Remove brick masonry façade to the extents indicated on the attached sketches or as directed by the Program Manager. The bricks are to be removed in such a manner that they may be salvaged and re-used in the future. Bricks will be stored on the Civic Center property in a location designated by the Program Manager.
3. Install a temporary liquid applied waterproofing membrane system, such as Sikalastic 500 or similar product, and flashing where brick removal is terminated to prevent water intrusion and/or damage to the underlying structure in all areas where the brick façade has been removed. The membrane shall be tinted to match the brick color as closely as possible.

BIDDER QUALIFICATIONS:

Bidders for Work costing $50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is $10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required.

A bid surety is not required for this work.

BID REQUIREMENTS:

The contractor is to provide a fixed price bid on company letterhead signed by an officer of the company for the estimated quantity of 3,032 square feet and a unit price per square foot for additional quantity as may be directed by the City of Mobile.

The contractor shall provide a work plan with their bid price. The work plan shall detail the means, methods, and materials the contractor will use for temporary bracing, removal, and temporary waterproofing. The work plan shall also state the number of days, following the Notice to Proceed, it will take the contractor to mobilize and begin work and the estimated duration to complete the work based on the estimated quantity shown above.

Due to the emergency nature of the work, there will not be an organized pre-bid meeting. The site has open access to the public so bidder may visit and view the site. If the bidder wishes to have roof access to perform a closer examination of the work, contact the Program Manager to arrange such access.

INSURANCE REQUIREMENTS:

Insurance; For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability Insurance - public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000
each occurrence

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined -
$500,000 per occurrence

b. Comprehensive - Automobile Liability
Insurance including owned, non-owned,
and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability $100,000
each occurrence

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined -
$500,000 per occurrence

c. Workers' Compensation/Employer's Liability:

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

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the

"Descriptions of Operations" box 011 the Certificate of Liability insurance or listed separately on an attachment to the certificate of insurance (*ACORD* 101, Additional Remarks Schedule).

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

Additional Insured - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of alteration/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.

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.

CONTRACT AWARD:

The contract will be awarded to the lowest bidder with a technically acceptable work plan and mobilization date as determined by the City of Mobile.

The selected firm will contract directly with the City of Mobile and the contract may be contingent on approval by the Mobile City Council depending on the contract value.

Respondents acknowledge and accept that any costs incurred from the respondent's participation in the RFP shall be at the sole risk and responsibility of the respondent.

The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and encourages and supports the

utilization of Minority Business Enterprises and compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

Proposals should be submitted electronically to Sam Matheny at sam.matheny@volkert.com no later than 5 PM Central Time 18 October 2023.

Sincerely,

Sam Matheny

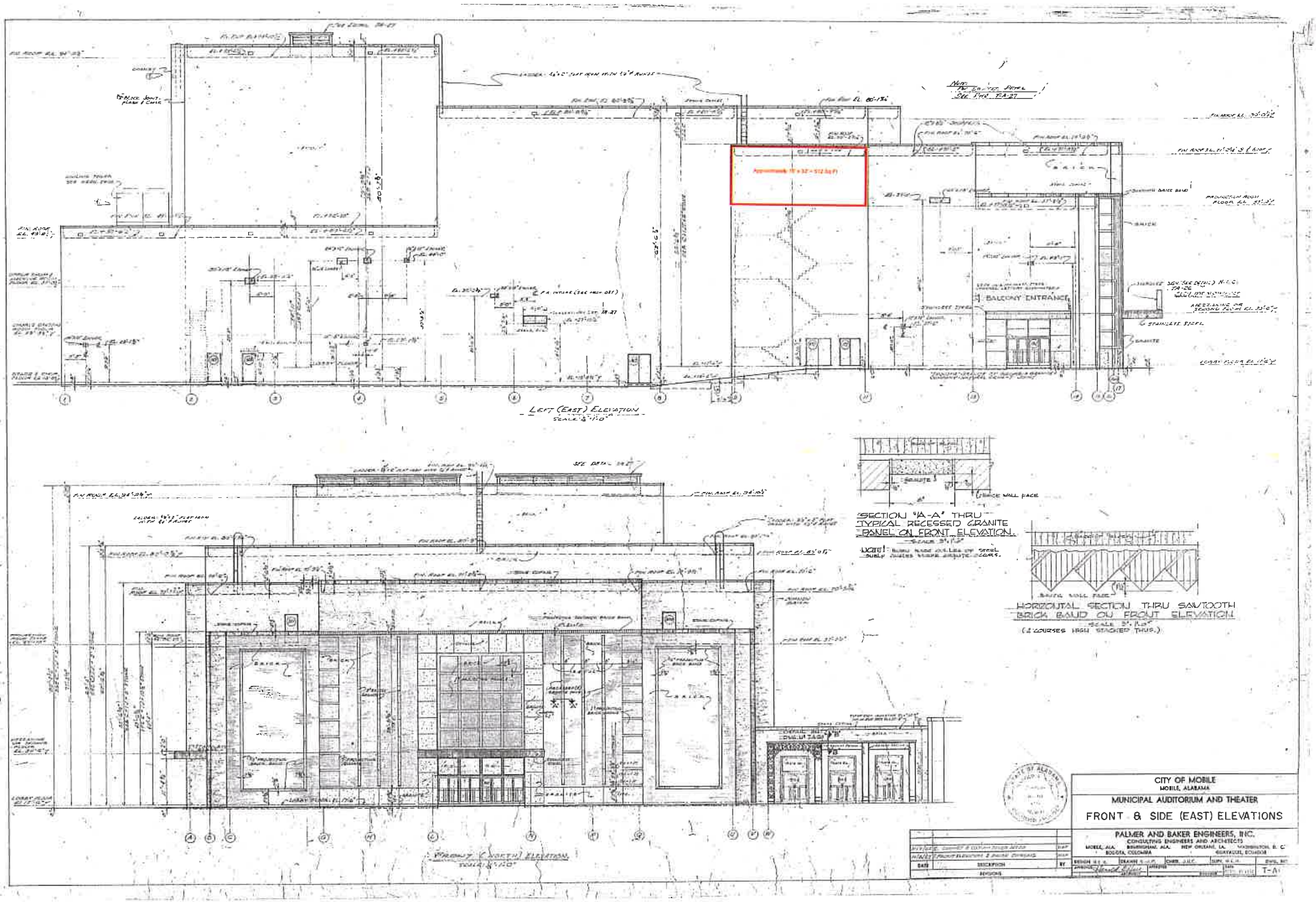
Sam Matheny

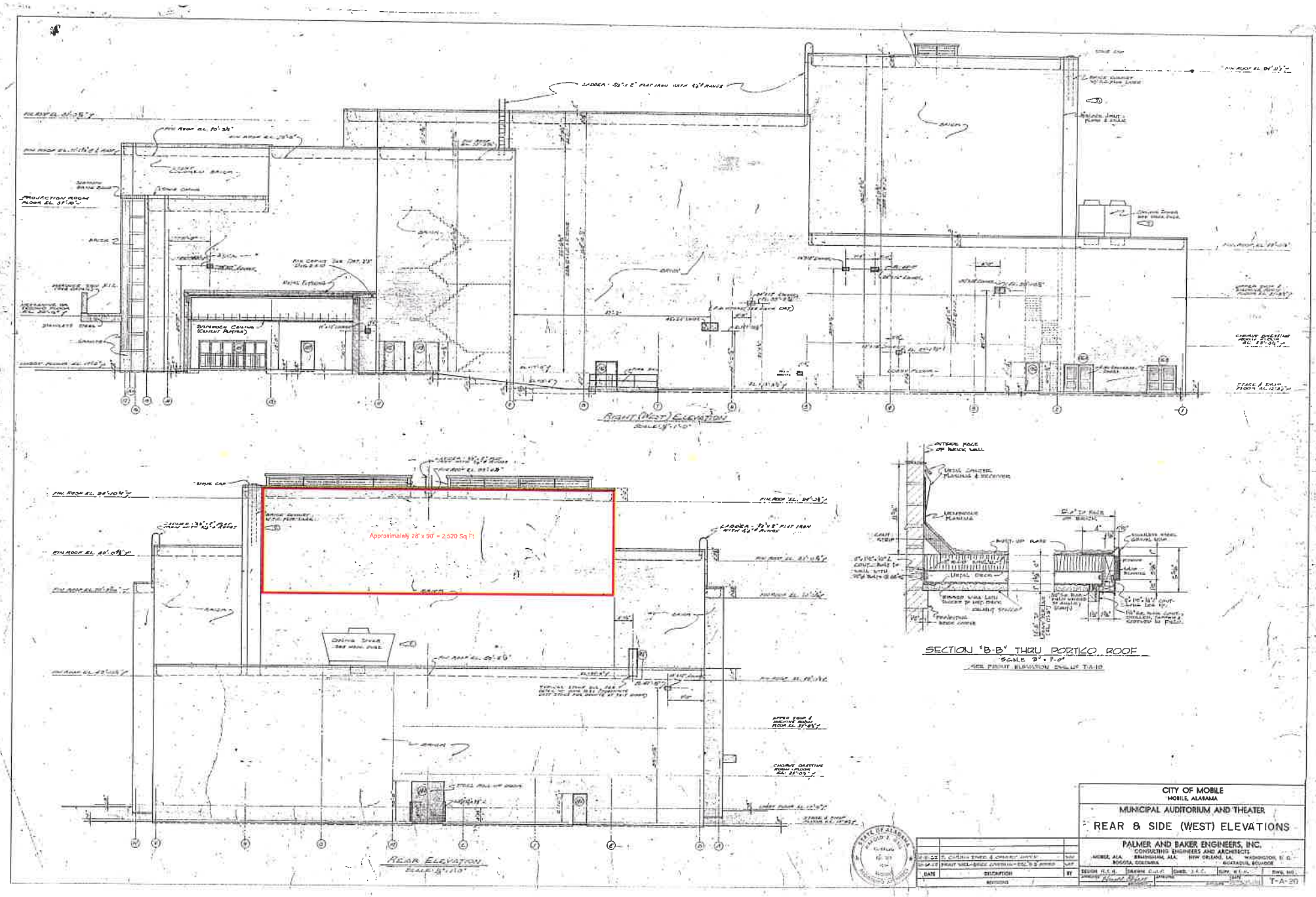
Program Manager

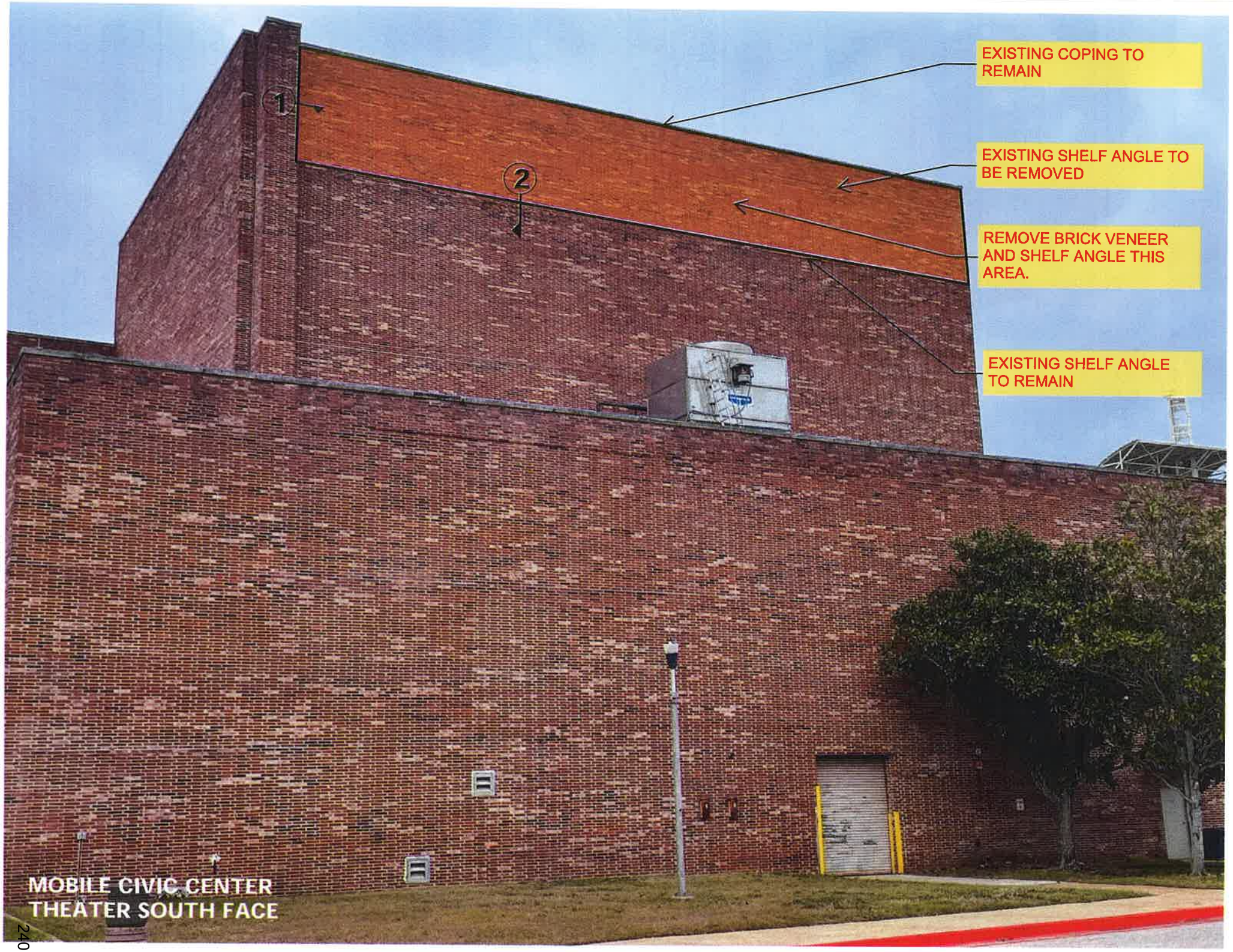
Volkert, Inc.

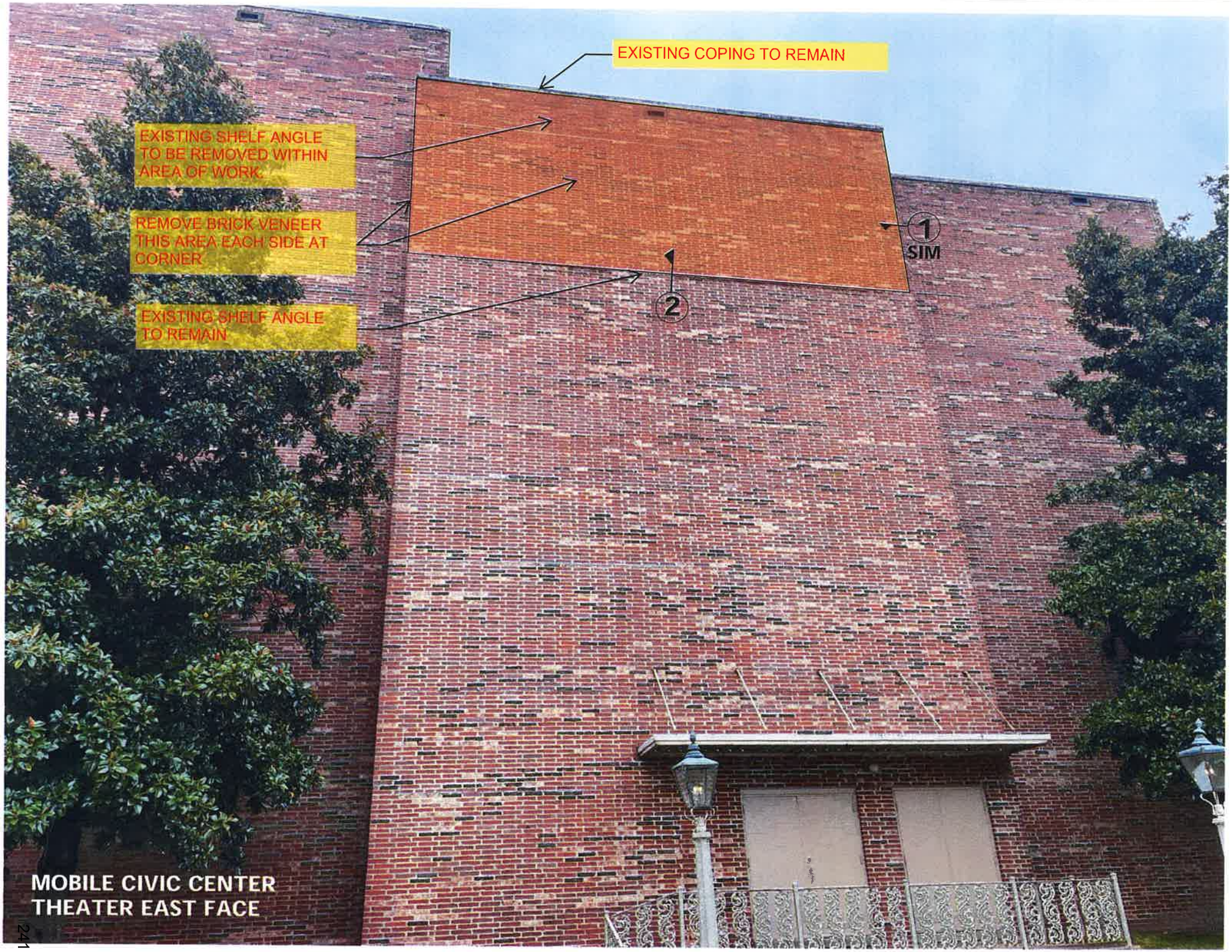
Cc: Carleen Stout-Clark, City of Mobile

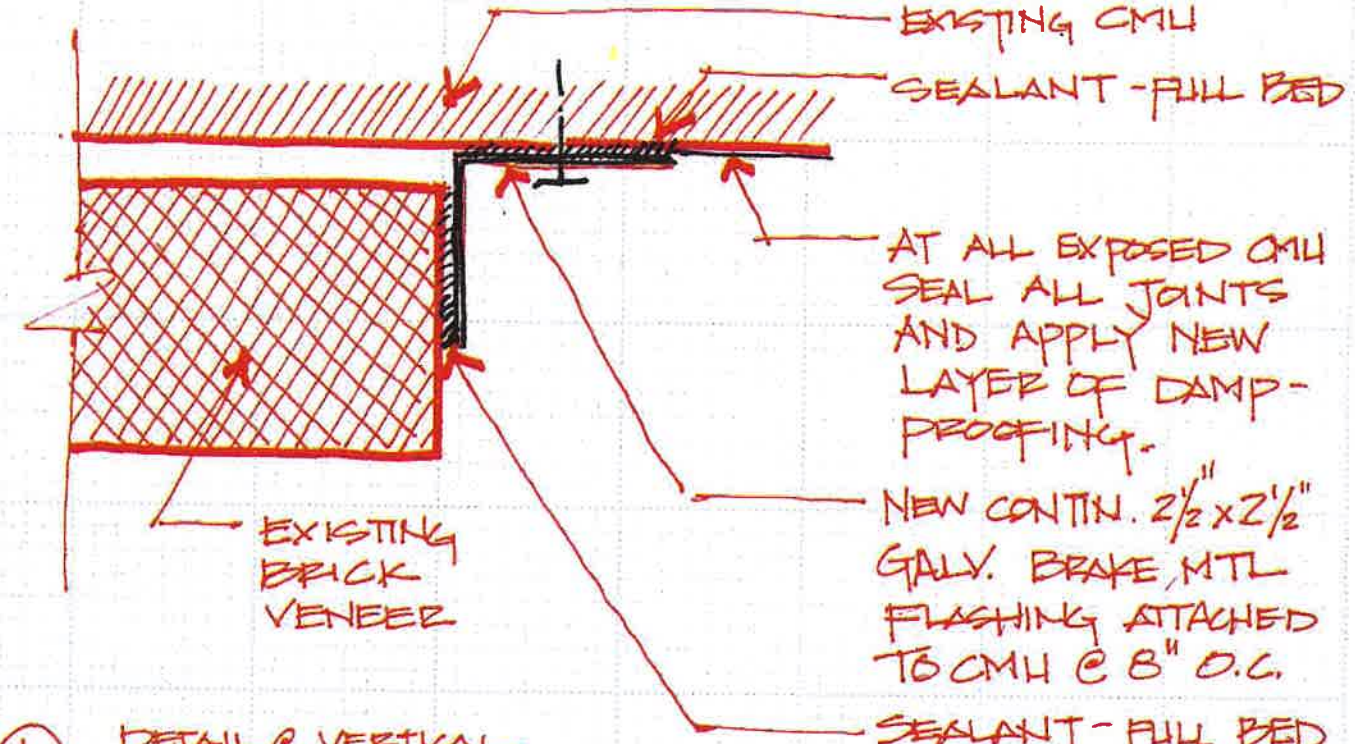
VOLKERT


BALCONY ENTRANCE
LEFT (EAST) ELEVATION
SCALE 1/8" = 1'-0"
FRONT (NORTH) ELEVATION
SECTION "A-A" THRU TYPICAL RECESSED GRANITE PANEL ON FRONT ELEVATION.
HORIZONTAL SECTION THRU SAWTOOTH BRICK BAND ON FRONT ELEVATION.
(2 COURSES HIGH STACKED THUS.)
CITY OF MOBILE
MOBILE, ALABAMA
MUNICIPAL AUDITORIUM AND THEATER
FRONT & SIDE (EAST) ELEVATIONS
PALMER AND BAKER ENGINEERS, INC.
CONSULTING ENGINEERS AND ARCHITECTS
MOBILE, ALA. BIRMINGHAM, ALA. NEW ORLEANS, LA. WASHINGTON, D. C.
BOGOTA, COLOMBIA GUAYAQUIL, ECUADOR
T-A1

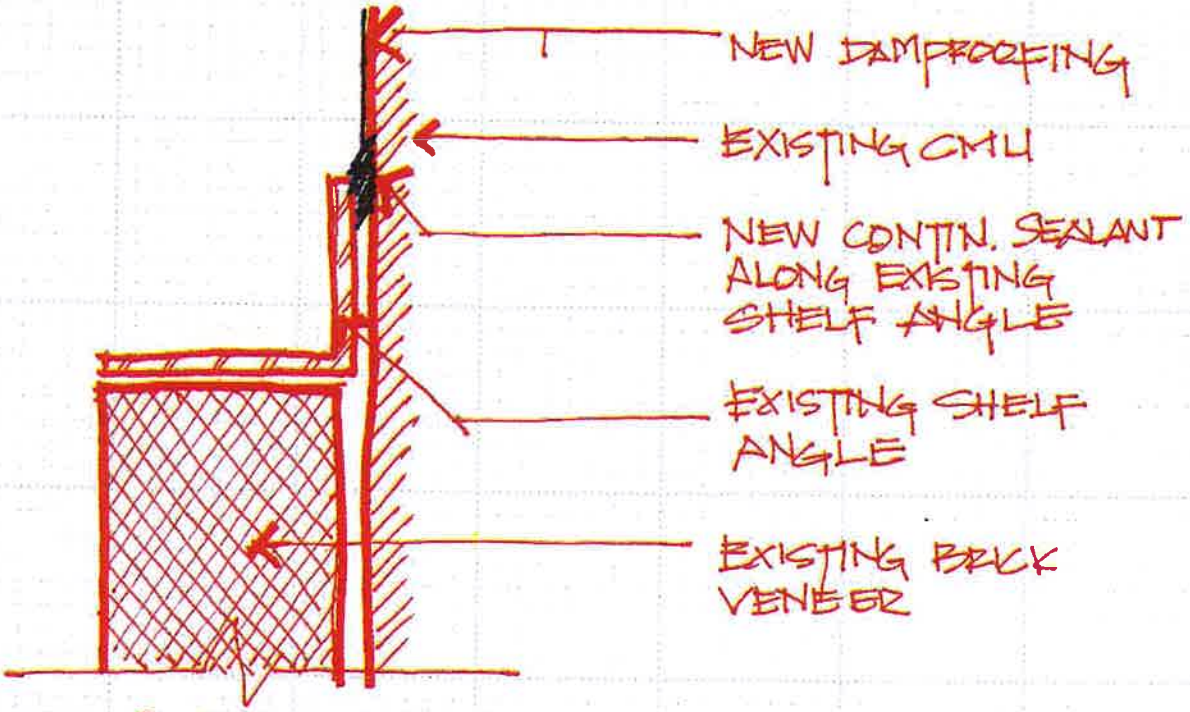

Approximately 28' x 90' = 2,520 Sq Ft
RIGHT (WEST) ELEVATION
REAR ELEVATION
SECTION "B-B" THRU PORTICO ROOF
CITY OF MOBILE
MOBILE, ALABAMA
MUNICIPAL AUDITORIUM AND THEATER
REAR & SIDE (WEST) ELEVATIONS
PALMER AND BAKER ENGINEERS, INC.
CONSULTING ENGINEERS AND ARCHITECTS
MOBILE, ALA. BIRMINGHAM, ALA. NEW ORLEANS, LA. WASHINGTON, D. C.
BOGOTA, COLOMBIA GUAYAQUIL, ECUADOR
DATE
DESCRIPTION
BY
REVISIONS
T-A-20


EXISTING COPING TO REMAIN
EXISTING SHELF ANGLE TO BE REMOVED
REMOVE BRICK VENEER AND SHELF ANGLE THIS AREA.
EXISTING SHELF ANGLE TO REMAIN
1
2
MOBILE CIVIC CENTER
THEATER SOUTH FACE


EXISTING COPING TO REMAIN
EXISTING SHELF ANGLE TO BE REMOVED WITHIN AREA OF WORK.
REMOVE BRICK VENEER THIS AREA EACH SIDE AT CORNER
EXISTING SHELF ANGLE TO REMAIN
1
SIM
2
MOBILE CIVIC CENTER
THEATER EAST FACE



(1) DETAIL @ VERTICAL CUT JOINT N.T.S.



(2) DETAIL @ SHELF ANGLE N.T.S.

GMC

Description THEATER - WEATHERPROOFING AT BRICK VENEER

Date 10-13-23 Drawn By GKP

Job No. M0B230117 Page No. ____ of ____

From: Brad Williams
To: Sam Matheny
Cc: Rickey David
Subject: Re: Emergency Brick Façade Stabilization and Removal for the Mobile Civic Center Theater
Date: Tuesday, October 31, 2023 2:35:34 PM
Attachments: image001.png
Outlook-bq2cismz.png
Mobile Civic Center Proposal 1.pdf

EXTERNAL EMAIL. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Sam,

Please see our attached proposal with the requested adjustments.

Also, below are my answers in red to the questions from your email.

- Confirm that the Sikagard 615 DPR will adhere to the existing asphaltic damp proofing or propose an alternate liquid applied membrane product that will adhere to asphaltic damp proofing. I spoke with the Sika rep and they said there is no problem with adhesion. He did say there may be a problem with the asphaltic damproofing bleeding through the tinted material and causing it to get a bit darker. He also said that Sika is doing away with their wall coatings now that they have acquired Master Builders and we may need to us HB 400 instead.
- Will the membrane be applied by sprayer or roller? The membrane will be roll applied.
- Provide flashing in accordance with the attached AE sketch. In the new, attached proposal.
- Provide temporary safety fencing of the work area. This was originally included.
- The brick will need to be palletized for storage. This was originally included.
- Contractor responsible for all debris and material removal not salvaged. Included
- The lower roof on the south side of the building needs to be protected from damage from bricks or tools unintentionally dropped from the lifts (plywood or some other material proposed by contractor) Included.

Please let me know if you have any questions. I apologize for not mentioning that the fencing, brick palletization, debris removal, and lower roof protection was in our initial work plan.

Thank you

Brad Williams
Regional Manager

<!--[if !vml]--> <!--[endif]-->
Commercial / Historical Facade Restoration & Waterproofing
3735 Harrison Road, Suite 100
Loganville, GA 30052
Tel : (770)982-9970
Fax: (770) 982-9997
Cell: (470)526-8557
Florida : (813)753-1668
Email: **bradw@spsatl.com**
Web Site:http://www.spsatl.com
Like us on Facebook - https://www.facebook.com/Southern-Preservation-Systems-154459631257846

From: Sam Matheny <sam.matheny@volkert.com>
Sent: Thursday, October 26, 2023 1:42 PM
To: Brad Williams <bradw@spsatl.com>
Cc: Rickey David <rickeyd@spsatl.com>
Subject: RE: Emergency Brick Façade Stabilization and Removal for the Mobile Civic Center Theater

Brad,

My apologies for not getting back to you sooner. I was waiting on some information from the Architect which is attached. Please update your cost proposal based on the attached revised scope and flashing details.

Provide a deduct amount for sealing all exposed CMU joints following demolition and a new application of standard asphaltic damp proofing at all areas of work in lieu of the proposed Sikagard 615 liquid membrane application.

Please also update your work plan (and cost proposal if necessary) to address the following questions/comments.

- Confirm that the Sikagard 615 DPR will adhere to the existing asphaltic damp proofing or propose an alternate liquid applied membrane product that will adhere to asphaltic damp proofing.
- Will the membrane be applied by sprayer or roller?
- Provide flashing in accordance with the attached AE sketch.
- Provide temporary safety fencing of the work area.
- The brick will need to be palletized for storage.
- Contractor responsible for all debris and material removal not salvaged.

- The lower roof on the south side of the building needs to be protected from damage from bricks or tools unintentionally dropped from the lifts (plywood or some other material proposed by contractor).

Is Southern Preservation Systems willing to accept the same Contract Terms and Conditions as the contract you are currently working under for the City of Mobile?

Thank you

Sam Matheny
Volkert, Inc.
Program Manager
11 N. Water Street, Suite 18290
Mobile, AL 36602

Cell: 864.245.1917

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From: Brad Williams <bradw@spsatl.com>
Sent: Wednesday, October 18, 2023 3:29 PM
To: Sam Matheny <sam.matheny@volkert.com>
Cc: Rickey David <rickeyd@spsatl.com>
Subject: Emergency Brick Façade Stabilization and Removal for the Mobile Civic Center Theater

EXTERNAL EMAIL. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Mr. Matheny,

Please see our attached proposal and work plan for the above referenced project.

We really appreciate you asking us to provide a quote and look forward to hopefully working with you on this.

Brad Williams
Regional Manager

Southern Preservation Systems

Commercial / Historical Facade Restoration & Waterproofing
3735 Harrison Road, Suite 100
Loganville, GA 30052
Tel : (770)982-9970
Fax: (770) 982-9997
Cell: (470)526-8557
Florida : (813)753-1668
Email: **bradw@spsatl.com**
Web Site:http://www.spsatl.com
Like us on Facebook - https://www.facebook.com/Southern-Preservation-Systems-154459631257846

Southern Preservation Systems
Commercial/Historical Facade Restoration & Waterproofing

Date: 10-31-23
Name: Mr. Sam Matheny
Company: Volkert, Inc.
Address: 11 North Water Street, Suite 18290
City/State/Zip: Mobile, AL 36602
Email: sam.matheny@volkert.com
RE: Emergency Brick Façade Stabilization and Removal for the Mobile Civic Center Theater.

Dear Mr. Matheny,

SOUTHERN PRESERVATION SYSTEMS proposes to provide materials, equipment, supervision and labor to perform the following scope of work:

1. Providing temporary bracing of the existing brick masonry to prevent unexpected collapse during removal.

2. Remove brick masonry façade to the extents indicated on the attached sketches or as directed by the Program Manager. The bricks are to be removed in such a manner that they may be salvaged and re-used in the future. Bricks will be palatized and stored on the Civic Center property in a location designated by the Program Manager. Cleaning of the excess mortar from the bricks once removed is not included in the price. There is an alternate for having us remove the mortar below.

3. Install a temporary liquid applied waterproofing membrane system and flashing where brick removal is terminated to prevent water intrusion and/or damage to the underlying structure in all areas where the brick façade has been removed. The membrane shall be tinted to match the brick color as closely as
Possible

4. All work will be done in accordance with the plans and specs from Volkert dated 10-11-2023.

Southern Preservation Systems
Commercial/Historical Facade Restoration & Waterproofing

5. Remove 1 shelf angle from the east elevation work area and remove 2 shelf angles from the south elevation work area per the detail provide by GMC dated 10-13-23

6. We will install new sheet metal flashing at the outside vertical edges per the detail provide by GMC dated 10-13-23

Total Price: $247,691.00

Deduct $4,275.00 if damproofing is chosen in lieu of the tintable acrylic based waterproof coating

a

Unit price per square foot for additional brick removal: $64.50

If cleaning of the brick is required after removal it will be done at a cost of $1.50 per brick.

Owners will supply power and water

Thank you for this opportunity to offer you this proposal, we welcome any additional inquires you may have. If you should have any questions or comments, please feel free to contact our office at (770) 982-9970

Sincerely,

Brad Williams
Regional Manager
SOUTHERN PRESERVATION SYSTEMS

Ketom Construction Co. Inc. dba Southern Preservation Systems
3735 Harrison Road Suite 100 Loganville, GA 30052
(P) 770-982-9970 (F) 770-982-9970 (W) www.spsatl.com

Southern Preservation Systems
Commercial/Historical Facade Restoration & Waterproofing

TERMS AND CONDITIONS

This proposal is subject to the following:

1. Agreement on a plan to maintain building access that provides acceptable pedestrian protection throughout the project. Consideration in the execution of the work will be made to minimize interference with the normal use of the building within the work areas. However, for a variety of reasons, particularly safety, Southern Preservation Systems personnel must have exclusive use of and free access to the work areas (restricted areas). Additionally, parking areas, sidewalks adjacent to the building and certain entrances at times will need to be closed-off to protect people, vehicles, and property from the drifting of materials that cannot be avoided. Some inconvenience to the building occupants may occur during the work. Building management is responsible for notifying the building occupants in advance of the work as to the nature of the project and the need for cooperation by all with respect to designated restricted areas. Costs for overhead sidewalk protection are not included unless specifically stated.
2. These prices are based on Southern Preservation Systems' current insurance limits. Any added insurance requirements or bond requirements will be an additional cost.
3. Upon issuance of the contract, a pre-construction meeting will be needed to coordinate and finalize plans for the project.
4. All work to be performed during normal business hours, Monday through Friday, unless specifically stated otherwise above. The working hours will be generally between 7:00AM and 8:00PM (seasonally adjusted) weekdays with weekend work at Southern Preservation Systems' option. Work required outside such hours will be at additional cost. Premium time not included.
5. Prior to commencement of any work, Southern Preservation Systems requires the customer to provide copies of all OSHA approved roof and top ridge anchor inspections and any other inspection documentation required by any governmental agency. Our pricing is based on the results being approved and for the work to be completed.
6. Existing signage (if any) to be removed in advance of the work and replaced by others
7. Landscaping (trees, shrubs, etc.) that prevent or limit access to be pruned as needed in advance of the work. A minimum of three-(3) foot clear span from the face of the building is required for access to the work.
8. Stone on roofs must be removed by others at each point where scaffolding is being erected. This includes each of the moves required throughout the project. Southern Preservation Systems will provide protection of the roof membrane but will not guarantee the roof membrane.
9. Proposal may include the use of temporary swing stages designed with shrouding to provide a limited degree of overspray control. In addition, adjacent areas will be masked for protection against damage caused by equipment and materials, however despite such measures, some minor additional cleaning may be required.
10. Customer will provide a safe and secure staging area during the erection and dismantle process.
13. Provide and install all roof protection necessary
14. Customer will provide water, electricity (110-volt 20 amp, 250-volt 30 amp at roof (if needed)), lighting, parking, access, material/equipment storage, and freight elevator and restroom facilities necessary for the work.
16. Proposal specifically excludes any work on or adjacent to HAZMAT contaminated surfaces (if any) such as, but not limited to, lead, asbestos, PCBs, etc.
17. The work area must be free and clear of all movable items before our arrival.
18. Permits (if required) furnished by others
19. This price does not include any hurricane/severe weather event preparation or occurrence costs, including but not limited to, additional mobilizations, consequential damages, installation/removal of protections, derigging/re-rigging of access equipment, temporary waterproofing, water control measures, monitoring of site during event, emergency cleanup as a result of event, as well as material and equipment costs related to any of these tasks. If any work is required because of the threat or actual occurrence of a hurricane/severe weather event, it will be performed on a time and material basis at our standard rates. Losses in time due to delays caused by the customer will be billed at our regular rates.
20. Notwithstanding anything in this Agreement, Southern Preservation Systems shall be entitled to additional compensation and/or time extension for any delays, disruptions, impacts, suspensions, acceleration, out of sequence work, or any other increased costs or damages incurred because of any virus (including COVID 19 or other coronavirus), pandemic, epidemic or consequences flowing therefrom. In addition, Customer agrees to waive all consequential, actual, or liquidated damages against Southern Preservation Systems arising out of any delay, disruptions or impacts to the Work resulting from the above events.
21. Payment terms, subject to credit approval, 10% for mobilization payable upon proposal acceptance, monthly progress billings with terms net 15 days.
22. This proposal is valid for 60 days and is based upon our understanding of the proposed work as defined herein. Proposed costs subject to change after 60 days and upon occurrence/discovery of changed conditions.
23. Proposed cost does not include any taxes that may be applicable.
24. Limited Warranty

a. Southern Preservation Systems stands behind its quality of workmanship. We warrant that our workmanship will be free from defects for a period of one (1) year from the date of completion. For the warranty to be in effect, the Customer must have paid for the services provided in full and must notify Southern Preservation Systems in writing of any claims within thirty (30) days of discovery. This warranty does not apply to circumstances beyond our control such as fire, substrate defects or cracks, seismic movement, structural conditions, exposure to foreign substances, improper maintenance procedures, abuse, vandalism, altered, modified, or surfaces utilized contrary to our instructions, or Acts of God.

Ketom Construction Co. Inc. dba Southern Preservation Systems
3735 Harrison Road Suite 100 Loganville, GA 30052
(P) 770-982-9970 (F) 770-982-9970 (W) www.spsatl.com

EXHIBIT B

AIA Document A201-2017

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
Mobile Civic Center Theater Emergency
Brick Façade Stabilization and Removal
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034E-23

THE OWNER:
(Name, legal status and address)

City Of Mobile
PO Box 1827
Mobile Alabama 36633-1827

THE ARCHITECT:
Goodwyn Mills Cawood, LLC
11 North Water Street
Suite 15250
Mobile, AL 36602

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS

Init.
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User Notes:
(1752707138)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will 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. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications 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. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, 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.

§ 4.2.7 The Architect will 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will 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 will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the 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 an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will 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) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

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or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

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approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

Init.
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§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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User Notes: (1752707138)

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

(1) # PAYMENT BOND

Do not staple this form; use clips.

SURETY'S BOND NUMBER

GM228536

(2) The **PRINCIPAL** (*Company name and address of Contractor, same as appears in the Construction Contract*)

Name: Ketom Construction Company, Inc. dba Southern Preservation Systems

Address: 3735 Harrison Road
Suite 100
Loganville, GA 30052

(3) The **SURETY** (*Company name and primary place of business*)

Name: Great Midwest Insurance Company

Address: 800 Gessner Road, Ste. 600
Houston, TX 77024

(4) The **OWNER(s)** (*Entity name and address, same as appears in the Construction Contract*)

Name: City of Mobile

Address: PO Box 1827
Mobile, AL 36633-1827

(5) The **PENAL SUM** of this Bond (the Contract Sum) Two hundred-Eighty-Six thousand- Eight hundred and four dollars & no/100 Dollars ($ 286,804.00).

(6) **DATE** of the Construction Contract: 01/08/2024

(7) The **PROJECT**: (*Same as appears in the Construction Contract*)

Mobile Civic Center Theater Emergency Brick Facade Stabilization and Removal
401 Civic Center Drive
Mobile, AL 36602
Project #CC-034E-23

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above to promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract, which is incorporated herein by reference, and any modifications thereof by Contract Change Orders. If the Contractor and its Subcontractors promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders, then this obligation shall be null and void; otherwise to remain and be in full force and effect.

2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

3. Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In the event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney's fee based on the result, together with interest on the claim from the date of the notice.

4. Every person having a right of action on this bond shall, upon written application to the Owner indicating that labor, material, or supplies for the Work have been supplied and that payment has not been made, be promptly furnished a certified copy of this bond and the Construction Contract. The claimant may bring a civil action in the claimant's name on this Bond against the Contractor and the Surety, or either of them, in the county in which the Work is to be or has been performed or in any other county where venue is otherwise allowed by law.

5. This bond is furnished to comply with Code of Alabama, §39-1-1, and all provisions thereof shall be applicable to civil actions upon this bond.

6. All claims and disputes between Owner and either the Contractor or Surety arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

(8) **SIGNED AND SEALED** this 8th day of January, 2024.

(9 & 10) **SURETY:**

Great Midwest Insurance Company
Company Name

By Meggan Autry
Signature

Meggan Autry, Attorney-in-Fact
Name and Title

CONTRACTOR as PRINCIPAL:

Ketom Construction Co. Inc. dba Southern Preservation Systems
Company Name

By Rickey David
Signature

Rickey David President
Name and Title

(11) NOTE: Original power of attorney for the Surety's signatory shall be furnished with each of the original six bond forms to be attached to each of the six contract forms per project.

Do not staple this form; use clips. Purpose: quickly and efficiently scan thousands of documents into DCM's database.

(1) # PERFORMANCE BOND

Do not staple this form; use clips.

SURETY'S BOND NUMBER
GM228536

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

(2) The **PRINCIPAL** (*Company name and address of Contractor as appears in the Construction Contract*)

Name: Ketom Construction Company, Inc. dba Southern Preservation Systems
Address: 3735 Harrison Road
Suite 100
Loganville, GA 30052

(3) The **SURETY** (*Company name and primary place of business*)

Name: Great Midwest Insurance Company
Address: 800 Gessner Road, Ste. 600
Houston, TX 77024

(4) The **OWNER** (*Entity name and address, same as appears in the Construction Contract*)

Name: City of Mobile
Address: PO Box 1827
Mobile, AL 36633-1827

(5) The **PENAL SUM** of this Bond (the Contract Sum) Two hundred-Eighty-Six thousand- Eight hundred and four dollars & no/100 Dollars ($ 286,804.00).

(6) **DATE** of the Construction Contract : 01/08/2024

(7) The **PROJECT**: (*Same as appears in the Construction Contract*)

Mobile Civic Center Theater Emergency Brick Facade Stabilization and Removal
401 Civic Center Drive
Mobile, AL 36602
Project #CC-034E-23

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above for the performance of the Contract, and Contract Change Orders, in accord with the requirements of the Contract Documents, which are incorporated herein by reference. If the Contractor performs the Contract, and Contract Change Orders, in accordance with the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

3. Whenever the Architect gives the Contractor and the Surety, at their addresses stated above, a written Notice to Cure a condition for which the Contract may be terminated in accordance with the Contract Documents, the Surety may, within the time stated in the notice, cure or provide the Architect with written verification that satisfactory positive action is in process to cure the condition.

4. The Surety's obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the Owner:
   (a) gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the notice; and
   (b) gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.

5. In the presence of the conditions described in Paragraph 4, the Surety shall, at its expense:
   (a) On the effective date of the Notice of Termination, take charge of the Work and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
   (b) Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the Owner with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract Documents, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the Owner has no reasonable objection.

6. As conditions precedent to taking charge of and completing the Work pursuant to Paragraph 5, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the Owner in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

7. By accepting this Bond as a condition of executing the Construction Contract, and by taking the actions described in Paragraph 4, the Owner agrees that:
   (a) the Owner shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and
   (b) as the Surety completes the Work, or has it completed by a qualified contractor, the Owner shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the Owner from the Contractor under the Construction Contract or from the Contractor or the Surety under this Bond.

8. In the presence of the conditions described in Paragraph 4, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the Owner as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

9. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the Owner for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 5. If the Surety should fail or refuse to take charge of and complete the Work, the Owner shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the Owner, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:

(a) the cost of completing the Contractor's responsibilities under the Contract, including correction of Defective Work;

(b) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;

(c) interest on, and the cost of obtaining, funds to supplement the unpaid balance of the Contract Sum as may be necessary to cover the foregoing costs;

(d) the fair market value of any reductions in the scope of the Work necessitated by insufficiency of the unpaid balance of the Contract Sum and available supplemental funds to cover the foregoing costs; and

(f) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the Owner's losses under the Bond.

10. All claims and disputes arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

(8) **SIGNED AND SEALED** this 8th day of January, 2024.

(9 & 10) **SURETY:**

Great Midwest Insurance Company
Company Name

By Meggan Autry
Signature

Meggan Autry, Attorney-in-Fact
Name and Title

CONTRACTOR as PRINCIPAL:

Ketom Construction Co. Inc. dba Southern Preservation Systems
Company Name

By Rickey David
Signature

Rickey David President
Name and Title

(11) NOTE: Original power of attorney for the Surety's signatory shall be furnished with each of the original six bond forms to be attached to each of the six contract forms per project.

Do not staple this form; use clips. Purpose: quickly and efficiently scan thousands of documents into DCM's database.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Ricky Chastain, Dawn Whitehead, Lynne Sewell, Hoyt E. Chastain, Adrienne Colvard, Zach Berg, Trent Spake, Meggan Autry, Megan Carrion, Angie Jones, Kathy Lynch, Palmer Bush

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 8th Day of January, 20_____.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/08/2024

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

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

PRODUCER	CONTACT NAME: Joy Chasteen	
Chastain & Associates Ins P.O. Box 1908 Athens GA 30603	PHONE (A/C, No, Ext): (706) 543-2575	FAX (A/C, No): (706) 543-4847
	E-MAIL ADDRESS: jchasteen@chastain-assoc.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Ketom Construction Company, Inc. dba: Southern Preservation Systems 3735 Harrison Road, Suite 100 Loganville GA 30052	INSURER A : Gemini Insurance Company	10833
	INSURER B : Central Companies	20222
	INSURER C : Champlain Specialty Ins. Co.	16834
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2363040479 **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	VGGP007421	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP-8669310	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y	Y	CSAR-CEL-0000663-02	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Contractors Equipment			CLP-8669312	07/01/2023	07/01/2024	Rented/Leased Equip Deductible	$150,000 $1,000

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

Re: Mobile Civic Center Theater Emergency Brick Facade Stabilization and Removal, 401 Civic Center Drive, Mobile, AL 36602, Project #CC-034E-23

CERTIFICATE HOLDER

City of Mobile
205 Government St.
PO Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joy A. Chasteen

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3-2546 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BAP PLUS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM

These coverages are subject to the terms and conditions applicable to coverage in this policy except as provided below.

A. Hired Auto Physical Damage Coverage

1. If hired "autos" are covered "autos" for Liability Coverage in this policy or another policy provided by us and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit.

   The most we will pay for "loss" to any hired "auto" is **$75,000** or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Subject to the above limit, and deductible, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

2. Changes In Liability Coverage:

   The following is added to the Who Is An Insured Provision:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

3. Changes In General Conditions:

   Paragraph **5.b.** of the Other Insurance Condition in the Business Auto and Business Auto Physical Damage Coverage Forms are replaced by the following:

   For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   1. Any covered "auto" you lease, hire, rent or borrow; and
   2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto."

B. Hired Auto Physical Damage - Additional Loss of Use Expenses

Paragraph **A.4.b.** of **SECTION III -PHYSICAL DAMAGE COVERAGE** is amended to provide a limit of **$85 per day** and a **maximum limit of $1,350.**

C. Physical Damage - Additional Transportation Expense Coverage

Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to provide a limit of **$50 per day** and a **maximum limit of $1,000.**

D. Towing and Labor Costs Coverage

We will pay up to $200 for towing and labor costs incurred each time an owned "auto" is disabled. However, the labor must be performed at the place of disablement.

E. Parked Auto Collision Coverage (Waiver of Deductible) The deductible does not apply to "loss" caused by collision to such covered "auto" while it is:

1. In the charge of an "insured";
2. Legally parked; and
3. Unoccupied.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations or Change Endorsement.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

F. Rental Reimbursement Coverage

When there is a "loss" to a covered "auto," we will pay for rental reimbursement expenses incurred by you for the rental of an "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

This coverage applies only:

1. For those expenses incurred during the policy period beginning 24 hours after the loss;
2. To necessary and actual expenses incurred;
3. To a "loss" for which we also pay a "loss" under Physical Damage Coverage - Comprehensive Coverage, Specified Causes of Loss Coverage or Collision Coverage; and
4. If there are no spare or reserve "autos" available to you for your operations.

Our payment will be limited to that period of time reasonably required to repair or replace the covered "auto." We will pay up to **$75 per day** to a **maximum of $1,500.** If "loss" results from total theft of a covered "auto" we will pay under this coverage only that amount of rental reimbursement expenses which are not already provided under the Physical Damage Coverage Extension.

G. Difference in Value Coverage - Loan/Lease Gap

1. **PHYSICAL DAMAGE COVERAGE,** is amended by the addition of the following:
   - **a.** In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:
     - **1)** The amount paid under the Policy's Physical Damage Coverage; and
     - **2)** Any:
       - **i)** Overdue or any deferred loan/lease payments at the time of "loss";
       - **ii)** Financial penalties imposed under the lease for excessive use, abnormal wear and tear or high mileage;
       - **iii)** Security deposits not returned by the lessor;
       - **iv)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
       - **v)** Carry-over balances from previous loans or leases.

For the purposes of this endorsement, the following is added to the Other Insurance Condition in the Business Auto Coverage Form:

The insurance provided by this Auto Loan/Lease GAP Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

H. Glass Repair - Waiver of Deductible

Under Paragraph **D. - Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE** , the following is added:

No deductible applies to the cost of repairing or replacing damaged glass.

I. Employees as Insureds Paragraph **A.1 - Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- **d.** Any employee of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. Coverage is excess over any other collectible insurance.

J. Fellow Employee Coverage

The Fellow Employee Exclusion contained in **SECTION II - COVERED AUTOS LIABILITY COVERAGE** does not apply.

K. Doubled Automobile Medical Payments Coverage

If you have purchased Automobile Medical Payments Coverage, the limit of insurance for that coverage as shown in the Declarations or Change Endorsement will be doubled in the event an "insured" is injured in an "accident" while within an "auto" and is:

1. Wearing a seat belt; or
2. The "auto" is equipped with passive restraints.

L. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION IV CONDITION 5.,** is amended by the addition of the following:

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

1. Under a written contract or agreement with such person(s) or organization(s); and
2. Prior to the "accident" or the "loss".

M. Additional Insured - Automatic Status

1. Any "leased auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. Paragraph **A.1 - Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under:
   A written contract, permit or agreement, and
   a. Currently in effect or becoming effective during the term of this policy; and
   b. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."
3. The insurance provided to the additional insured is limited as follows:
   a. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
4. **Additional Definition**
   As used in this endorsement:
   "Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

N. Loss Payee - Lessor

1. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omission on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.
4. **Additional Definition**
   As used in this endorsement:
   "Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

O. Tapes, Records and Discs Coverage SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.

2. The following is added to Paragraph A. Coverage:

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

a. Are your property or that of a family member, and

b. Are in a covered "auto" at the time of "loss."

3. The most we will pay for "loss" is $250.

4. No Physical Damage Coverage deductible applies to this coverage.

P. Audio, Visual and Data Electronic Equipment Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. The sublimit in Paragraph **C.1.b**. of the Limit Of Insurance provision is increased to $2,500.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

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 the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. However, in no event shall we retain less than the Minimum Earned Premium at Inception. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and

2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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Policy Number: VGGP007421
Insured Name: Ketom Construction Company, Inc.
Number: 35

CG 20 10 12 19 Effective Date:07/01/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name Of Additional Insured Person(s) Or Organization(s)	**Location(s) Of Covered Operations**
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

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Policy Number: VGGP007421 **CG 20 37 12 19 Effective**
Insured Name: Ketom Construction Company, Inc.
Number: 36 **Date: 07/01/2023**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name Of Additional Insured Person(s) Or Organization(s)	**Location And Description Of Completed Operations**
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT- AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

APPLICATION OF ENDORSEMENT: (Enter below any limitations on the application of this endorsement.)

Schedule
Limitations on application of this endorsement: **Automatic additional insured status does not apply to any person(s) or organization(s) from whom you lease crane or scaffolding equipment.**

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury" or "property damage" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However the insurance afforded to such additional insured:

1. Does not apply to the additional insured's sole negligence;

2. Only applies to the extent permitted by law; and

3. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

1. Required by the contract or agreement you have entered into with the additional insured; 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.

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Policy Number: VGGP007421 **VE 09 73 04 20**
Insured Name: Ketom Construction Company, Inc.
Number: 42 **Effective Date: 07/01/2023**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy, but only if:

(1) The additional insured is a Named Insured under such other Commercial General Liability insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other Commercial General Liability insurance available to the additional insured.

Coverage granted to an additional insured remains subject to all terms, conditions, limitations, and exclusions set forth in the endorsement form that conferred the additional insured status. In the event of conflict between this endorsement and an endorsement conferring additional insured status, then the endorsement conferring additional insured status shall govern the scope of coverage available to the additional insured.

All other terms and conditions of this Policy remain unchanged.

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Policy Number: VGGP007421 **CG 24 04 12 19**
Insured Name: Ketom Construction Company, Inc.
Number: 37 **Effective Date: 07/01/2023**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule
Name Of Person(s) Or Organization(s): Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

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COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The words "we," "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance." Other words and phrases that appear in quotation marks in this Policy have special meaning. Refer to **SECTION IV – DEFINITIONS.** Other words and phrases that are not defined under this Policy but defined in the "controlling underlying insurance" will have the meaning described in the Policy of "controlling underlying insurance."

SECTION I – COVERAGES

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which this insurance applies.

We will have the right and duty to defend the insured against any "suit" seeking damages for such "injury or damage" when the "retained limit" has been paid in accordance with the provisions of the "underlying insurance."

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages for "injury or damage."

However, we will have no duty to defend the insured against any "suit" seeking damages for which insurance under this Policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or "suit," for which we have the duty to defend.

But:

(1) The amount we will pay for "ultimate net loss" is limited as described in **SECTION II – LIMITS OF IINSURANCE**; and

(2) Our right and duty to defend ends when we have paid the applicable limit of insurance in the payment of judgments or settlements under this Policy. However, if the Policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have paid the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Policy.

b. The insurance under this Policy will follow the same provisions, exclusions, conditions and limitations that are contained in the applicable "controlling underlying insurance," unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Policy will apply. However the coverage under this Policy will be no broader than that provided by:

(1) The applicable "controlling underlying insurance"; and

(2) Any other "underlying insurance."

c. There may be more than one "controlling underlying insurance" listed in the Schedule of Underlying Insurance and there may be terms and provisions in those respective policies which are in conflict, and which are not superseded by the provisions of this Policy. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" Policy applicable to the particular "event" for which a claim is made or "suit" is brought will apply.

d. If any other limit, such as a sublimit, is specified in the "underlying insurance," this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Schedule of Underlying Insurance.

2. Exclusions

Insurance provided under this Policy does not apply to:

a. **Asbestos**

(1) "Injury or damage" which would not have occurred, in whole or part, but for the actual, alleged or threatened discharge, ingestion, inhalation, dispersal, seepage, migration, release or escape of asbestos, and materials containing asbestos at any time regardless of whether any other cause, "event," material or product contributed concurrently or in any sequence to any "injury or damage";

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos and materials containing asbestos; or

(b) Claim or **"**suit**"** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos and materials containing asbestos;

(3) Any obligations to share damages with or indemnify another party whom must pay damages because of injury or damage relating to asbestos and materials containing asbestos;

(4) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs **(1)**, **(2)**, or **(3)** above.

This exclusion applies whether or not such asbestos has any function in your business, operations, premises, site or location. This exclusion shall apply without regard to the source or sources of asbestos and materials containing asbestos or the basis of the Insured's liability. This exclusion includes defects or negligence in design, construction or materials, or any other "event," conduct or misconduct, which may or is claimed to have precipitated, caused or acted jointly, concurrently, or in any sequence with asbestos in causing "injury or damage."

b. Auto

"Injury or damage" payable under or resulting from any of the following auto coverages:

(1) First-party physical damage coverage;
(2) No-fault coverage;
(3) Personal injury protection or auto medical payments coverage; or
(4) Uninsured or underinsured motorist's coverage.

c. Pollution

(1) "Injury or damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

(3) Any obligations to share damages with or indemnify another party whom must pay damages because of injury or damage relating to "pollutants";

(4) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs **(1), (2),** or **(3)** above.

This exclusion applies whether or not such “pollutants” has any function in your business, operations, premises, site or location.

This exclusion does not apply to the extent that valid “controlling underlying insurance” for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for “injury or damage”.

d. Renewed Or Replacement Controlling Underlying Insurance

“Injury or damage” covered under a renewed or replacement Policy of “controlling underlying insurance” that would not have been covered by the “controlling underlying insurance” that was in force at the inception of this Policy, unless coverage therefor has been provided by endorsement to this Policy.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or “suits” brought or number of vehicles involved;

c. Persons or organizations making claims or bringing “suits”; or

d. Limits available under any "underlying insurance.”

2. The Limits of Insurance as shown in the Declarations will apply as follows:

a. This insurance only applies in excess of the "retained limit.”

b. The Total Policy Aggregate Limit, if stated in the Declarations, is the most we will pay for the sum of all "ultimate net loss" for all "injury or damage" covered under this Policy other than any claims for damages arising out of the ownership, maintenance or use of a covered auto. The Total Policy Aggregate Limit applies regardless of the sums indicated in the Declarations for any General Aggregate Limit or Products-Completed Operations Aggregate Limit, and applies collectively, rather than separately, to all of your locations or projects.

c. Subject to **2. b.** above, the General Aggregate Limit if stated in the Declarations is the most we will pay for the sum of all "ultimate net loss,” for all "injury or damage" covered under this Policy other than any claims for damages falling within the products-completed operations hazard or arising out of the ownership, maintenance or use of a covered auto.

Subject to **2. b.** above, the Products-Completed Operations Aggregate Limit if stated in the Declarations is the most we will pay for the sum of all "ultimate net loss" under **SECTION I – COVERAGES** for all "injury or damage" included within the products-completed operations hazard.

However, if any “underlying insurance” does not provide separate aggregate limits for “ultimate net loss” within the products-completed operations hazard, the General Aggregate set forth above is the most we will pay for all “ultimate net loss,” including “ultimate net loss” within the products-completed operations hazard. Under such circumstances, any limit appearing on the Declarations for a Products-Completed Operations Aggregate Limit does not apply.

d. Subject to Paragraph **2.b.** and **2.c.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this Policy because of all "injury or damage" arising out of any one "event.”

e. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. The Aggregate Limits of “underlying insurance,” where applicable, shall be unimpaired at the attachment date of this Policy, and for the purpose of this insurance, only “events” to which this insurance applies, taking place during the term of this Policy, shall be considered in determining the extent of any exhaustion of the “underlying insurance” aggregate limits.

4. If two or more Excess Policies of insurance issued by us apply to the same “event,” “suit,” claim or claims for which any insured under this Policy is legally liable, only one Limit of Insurance under one Excess Policy shall apply. The limit shall be the highest of the Each Occurrence Limits of the Excess Policies issued by us that cover the “event,” “suit,” claim or claims.

The General Aggregate Limit, the Products-Completed Operations Aggregate Limit, and the Total Policy Aggregate Limit of this Policy apply separately to each consecutive annual period of this Policy and to any remaining period of this Policy of less than 12 months, starting with the beginning of the Policy period shown in the Declarations, unless the Policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply.

1. Appeals

If any "underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit,” we may do so at our own expense. We will also pay for taxable court costs, pre and post judgment interest and disburse-ments associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in **SECTION II – LIMITS OF IINSURANCE**.

2. Bankruptcy

a. Bankruptcy Or Insolvency Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of any "underlying insurer" will not relieve us of our obligations under this Policy.

However, insurance provided under this Policy will not replace any "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer.” The insurance provided under this Policy will apply as if the "underlying insurance" were in full effect and recoverable.

3. Cancellation

a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The Policy period will end on that date.

e. If this Policy is cancelled, subject to any audit we will send the first Named Insured any premium refund due. If we cancel, any refund will be pro rata. If the first Named Insured cancels, any refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement.

5. Duties In The Event Of a Claim, Event, or Suit

a. You must see to it that we are notified as soon as practicable of an "event," regardless of the amount, which may result in a claim under this Policy. To the extent possible, notice should include:

(1) How, when and where the "event" took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any "injury or damage" arising out of the "event."

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other insured involved must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

6. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this Policy at any time during the Policy period and up to three years afterward.

7. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other insured's for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

The first Named Insured will furnish us, as soon as practicable, with a complete copy of any "underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Policy.

8. Legal Action Against Us

No person or organization has a right under this Policy, to join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or to sue us on this Policy unless all of its terms have been fully complied with. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "underlying insurer" and the claimant or the claimant's legal representative.

9. Loss Payable

Liability under this Policy does not apply to a given claim unless and until, the insured or insured's "underlying insurer" has become obligated to pay the "retained limit" and the obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "underlying insurer" (or a representative of one or more of these) and us.

10. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance." Failure to maintain "underlying insurance" will not invalidate insurance provided under this Policy, but insurance provided under this Policy will apply as if the "underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

11. Other Insurance

If other insurance that is not “underlying insurance” applies to any claim or “suit” that is also covered under this policy, then this policy shall apply in excess of such other insurance. However this provision will not apply if such other insurance is specifically written to be excess of this policy. If no other insurer defends, we may undertake to do so, in accordance with the defense provisions set forth elsewhere in this Policy, but we will be entitled to the insured's rights against all those other insurers.

12. Transfer of Defense

a. Defense Transferred To Us

When the “retained limit” has been exhausted, in accordance with the provisions of "underlying insurance,” we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or “suits” seeking damages to which this insurance applies and which would have been covered by the "underlying insurance" had the applicable “retained limit” not been exhausted.

Where the settlement of any “suit” defended by the “underlying insurer” results, or will result, in the exhaustion of the “retained limit,” and will also require the payment of a portion of the Limits of Insurance under this Policy in order to effectuate the settlement, we will have the right, but not the duty, to defend the insured with respect to that “suit,” and will be under no obligation to have the defense transferred to us. Where the satisfaction of any judgment entered against the insured in a “suit” defended by the “underlying insurer” results, or will result, in the exhaustion of the “retained limit,” and will also require the payment of a portion of the Limits of Insurance under this Policy in order to effectuate the satisfaction of that judgment, we will have the right, but not the duty, to defend the insured with respect to that “suit,” and will be under no obligation to have the defense transferred to us.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease. We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Policy of any outstanding claims or “suits” seeking damages to which this insurance applies and which would have been covered had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Policy, we will cooperate in the transfer of control to the insured and its designated representative.

13. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

SECTION IV – DEFINITIONS

As used in this policy:

1. **"Controlling underlying insurance"** means a policy of insurance listed in the Schedule of Underlying Insurance and identified as “controlling underlying insurance.”

2 **"Event"** means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.

3. **"Injury or damage"** means any “injury or damage” covered in the applicable "controlling underlying insurance" arising from an "event."

4. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

5. **"Retained limit"** means the sum of all “underlying insurance” shown in the Schedule of Underlying Insurance, and any other insurance or self-insurance applicable to the claim or “suit,” except insurance specifically written to apply in excess of this policy.

6. **“Suit”** means a civil proceeding in which damages because of “injury or damage” to which this insurance applies are alleged. “Suit” includes”

An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.

7 **"Ultimate net loss"** means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:

a. Settlements, judgments, binding arbitration; or

b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

8. **"Underlying insurance"** means the policy or policies (including any renewal or replacement of such policies) of insurance listed in the Schedule of Underlying Insurance including the “controlling underlying insurance” and any self insured retentions.

9. **"Underlying insurer"** means any insurer who provides a policy of insurance listed in the Schedule of Underlying Insurance.

SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

This Schedule forms a part of Policy Number: CSAR-CEL-0000663-02
Coverage only applies in excess of those policies and limits scheduled below:

1 . Auto Liability

Insurance Company: Central Insurance Companies
Policy No: BAP 8669310
Effective From: 07/01/2023 - 07/01/2024
$1,000,000 CSL Each Accident

2 . Employers Liability

Insurance Company: Travelers Property Casualty Co of America
Policy No: 6JUB-5N24687-5-22
Effective From: 11/04/2022 - 11/04/2023
$1,000,000 Bodily Injury by Accident
$1,000,000 Bodily Injury by Disease Each Employee
$1,000,000 Bodily Injury by Disease Policy Limit

3 . General Liability

Insurance Company: Gemini Insurance Company
Policy No: VGGP007421
Effective From: 07/01/2023 - 07/01/2024
$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$1,000,000 Personal and Advertising Injury
$2,000,000 Products-Completed Operations

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mob Civ Cntr Emerg Brick Removal

CAPITAL PROJECT # C0933 **DATE OF RECEIPT**_____

DEPT. PROJECT # CC-034E-22

PROJECT DESCRIPTION REMOVAL OF BRICKS FROM MOBILE CIVIC CENTER THEATER - EMERGENCY AFFECTING PUBLIC

CONTRACT AMOUNT $ 286,804.00

VENDOR NAME KETOM CONSTRUCTION CO., INC. DBA SOUTHERN PRESER-

VENDOR NUMBER 297487

DEPT # 3038 **DEPT NAME** REAL ESTATE DEPT.

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X **N**___ ; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Rhonda Lewis/Carleen Stout-Clark **Date** 1-11-2024

Revised 5/16/2022 Tiffany Hollins

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

James Roberts, Senior Director
Neighborhood Development

Sponsored by:

Mayor William Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Council	Cover Memo	1/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	1/23/2024 - 1:06 PM
Legal	Kern, Chris	Approved	1/25/2024 - 11:25 AM
Mayors Office	Montgomery, Brandi	Approved	1/25/2024 - 2:26 PM

2024

R E S O L U T I O N

Sponsored By: Mayor William S. Stimpson and Councilor Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Action Plan for 2024 is hereby adopted. Said Plan shall direct resources to develop a viable urban community by providing decent affordable housing and a suitable living environment along with expanding economic opportunities for low and moderate-income persons. Said Action Plan is the second installment within the City's overall five-year "2023-2027 Consolidated Housing and Community Development Plan," and establishes projects for the next Program Year from May 1, 2024 through April 30, 2025, to be funded with assistance from the following three programs which are funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grants (CDBG), HOME Investment Partnership Grants (HOME), and Emergency Solutions Grants (ESG). This funding being authorized and permitted to be drawn on a first in first out accounting basis. The City followed its HUD and City Council approved Citizen Participation Plan throughout the process.

BE IT FURTHER RESOLVED that the Mayor, or his designee, is authorized to act on behalf of the City of Mobile in the filing of this plan with HUD, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City in accordance with the funding recommendations attached herein as Exhibit 1.

A copy of this Plan shall remain on file in the office of the City Clerk.

Adopted:

_____

Lisa C. Lambert, City Clerk

EXHIBIT 1

2024 Program Year Action Plan

PY 2024-2025 ACTION PLAN
PROJECTS AND COMMUNITY PARTNERS

Community Development Block Grant (CDBG)

City of Mobile Programs	HUD Category	
Administration (City of Mobile)	Administration	550,000
Section 108 Payment	Loan Repayment	220,000
Float Loan Program	Various Eligibilities	1,000,000
Housing Rehabilitation	Decent Housing	979,786
Residential Rehabilitation Loans	Decent Housing	100,000
Microenterprise Loan Program	Economic Opportunity	50,000
Blight Removal	Decent Housing	450,000
SUBTOTAL – CITY OF MOBILE PROGRAMS		3,349,786

Community Development Block Grant (CDBG)

Public Services	HUD Category	
Proposed allocation in companion resolution	Public Services	30,000
Dearborn YMCA	Public Services	10,000
Mobile Housing Authority (C.N.A. Program)	Public Services	30,000
Dumas Wesley Community Center	Public Services	16,000
Legal Services of Alabama-Will Program	Public Services	50,000
Legal Services of Alabama-Fair Housing	Public Services	50,000
Ozanam Charitable Pharmacy	Public Services	45,000
VIA Senior Services	Public Services	15,000
VIA Volunteer Guardian Program	Public Services	15,000
Intern Program in Coordination with Nonprofits	Public Services	20,000
United Methodist Inner City Mission	Public Services	59,400
SUBTOTAL – PUBLIC SERVICES		340,400

TOTAL ANTICIPATED CDBG FUNDING $ 3,690,186

Emergency Solutions Grant (ESG)

	HUD Category	
Administration (City of Mobile)	Administration	15,720
Legal Services of Alabama	Homeless Prevention	71,880
McKemie Place	Emergency Shelter	26,000
Family Promise	Emergency Shelter	30,000
Penelope House Family Violence Center	Emergency Shelter	40,000
Salvation Army	Emergency Shelter	26,000

TOTAL ANTICIPATED ESG FUNDING $ 209,600

HOME Investment Partnership Program (HOME) &

City of Mobile and Developers	HUD Category	
Administration (City of Mobile)	Administration	99,350
Homebuyer Activities–(TBD)	Decent Housing	200,000
Affordable Housing–Homebuyer/Rental Activities (TBD)	Decent Housing	694,157

TOTAL ANTICIPATED HOME FUNDING $ 993,507

SUMMARY: 2024-2025 ANTICIPATED HUD FUNDING

Community Development Block Grant (CDBG)	**$ 3,690,186**
Emergency Solutions Grant (ESG)	**$209,600**
HOME Investment Partnership Program (HOME)	**$993,507**
GRAND TOTAL	**$ 4,893,293**

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

James Roberts, Senior Director
Neighborhood Development

Sponsored by:

Mayor William Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Council Boys & Girls Club PY 2024	Cover Memo	1/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	1/23/2024 - 1:07 PM
Legal	Kern, Chris	Approved	1/25/2024 - 11:31 AM
Mayors Office	Montgomery, Brandi	Approved	1/25/2024 - 2:26 PM

2024

R E S O L U T I O N

Sponsored By: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Action Plan for 2024 adds the below public service provider.

Public Services	**HUD Category**	
Boys and Girls	Public Services	30,000
SUBTOTAL – ADDITIONAL PUBLIC SERVICES		30,000

BE IT FURTHER RESOLVED that the Mayor, or his designee, is authorized to act on behalf of the City of Mobile in the filing of the plan with HUD, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City in accordance with the funding recommendations as described.

A copy of the Plan shall remain on file in the office of the City Clerk.

Adopted:

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the appointments of Richard Pipkins and George Hunter to the Industrial Development Board

Amount of Contract:

n/a

Effective Date of Contract:

2/13/2024

Funding Source

Project # Resolution for Industrial Development Board Appointments

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 Industrial Development Board Appointments	Resolution Letter	1/30/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	1/30/2024 - 10:07 AM
			1/31/2024 -

Legal	Kern, Chris	Approved	11:07 AM
Mayors Office	Montgomery, Brandi	Approved	2/1/2024 - 2:55 PM

2024

RESOLUTION

SPONSORED BY: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Richard Pipkins and George Hunter are hereby appointed to the Industrial Development Board effective _____, 2024, for terms ending as follows:

	TERM ENDING
Richard Pipkins	March, 2027
George Hunter	March, 2027

ADOPTED:

_____
City Clerk

\\Citylawsrv\cycom\WPDocs\D023\P004\00123107.DOC

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Cart Dr LLC for two Yamaha UMax Rally light utility vehicles for Mobile Tennis Center.
Capital Equipment

Amount of Contract:

$27,860.20

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240130 Cart Agenda Package POs	Cover Memo	1/30/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/1/2024 - 2:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: 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
1056	2024	(F6110) MOBILE TENNIS CENTER	TWO YAMAHA UMAX RALLY LIGHT UTILITY VEHICLES FOR TENNIS CENTER (SEALED BID 5866)	$27,860.20	(290765) CART DR LC

Adopted:

_____
City Clerk

Bill To	Requisition 00001056-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CART DR LLC	TENNIS CENTER
5683 US HWY 90 WEST	851 GAILLARD DRIVE
	MOBILE, AL 36608
THEODORE, AL 36582	JACKIE.BYERLEY@CITYOFMOBILE.ORG
	Delivery Reference
	GOLF CARTS
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/24	290765				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER CITY OF MOBILE BID #5866 AND YOUR QUOTE.			
001	2023 YAMAHA UMAX 1 RALLY EFI	2.00	13105.10000	26210.20
	COLOR GLACIER FUEL INJECTED 402CC	EACH		
	ENGINE 300LB TILT CARGO BOX WITH			
	TAIL GATE CARGO BED RUBBER MAT 20			
	X 10 KENDRA TIRES UPGRADED TO K500			
	IN FRONT AND REAR HEADLIGHTS AND			
	TAILLIGHTS 2' RECEIVER FOR TRAILER			
	HITCH FACTORY WARRANTY FROM YAMAHA			
	GOLF CART CO.			
	1 2000.80.00.0000.0000.0000.0000.0000.47010.			
	E E0018 .CAPEQUIPMT. .			26210.20
	Ship To			
	TENNIS CENTER			
	851 GAILLARD DRIVE			
	MOBILE, AL 36608			
	Delivery Reference			
	GOLF CARTS			
	Deliver To			
	TENNIS CENTER			
	851 GAILLARD DRIVE			
	MOBILE, AL 36608			
002	UMAX THREE SIDED SOFT ENCLOSURE	2.00	575.00000	1150.00

Bill To	Requisition 00001056-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CART DR LLC	TENNIS CENTER
5683 US HWY 90 WEST	851 GAILLARD DRIVE
	MOBILE, AL 36608
THEODORE, AL 36582	JACKIE.BYERLEY@CITYOFMOBILE.ORG
	Delivery Reference
	GOLF CARTS
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/24	290765				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	BLACK	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0018 .CAPEQUIPMT. .			1150.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference GOLF CARTS			
	Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			
003	20 X 10 -10 KENDRA MONITOR K500	4.00	125.00000	500.00
	TIRES WITH RIMS	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0018 .CAPEQUIPMT. .			500.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference GOLF CARTS			

Bill To	Requisition 00001056-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CART DR LLC	TENNIS CENTER
5683 US HWY 90 WEST	851 GAILLARD DRIVE
	MOBILE, AL 36608
THEODORE, AL 36582	JACKIE.BYERLEY@CITYOFMOBILE.ORG
	Delivery Reference
	GOLF CARTS
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/24	290765				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			
Requisition Link				
	Requisition Total			27860.20

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

Account			Amount	Remaining Budget
E E0018	.CAPEQUIPMT.	.	27860.20	176751.96

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	27860.20	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	10/24/23	SCOTT NOVAK	Auto approved by: 910518652
Approved	10/24/23	JACKIE BYERLEY	
Approved	10/24/23	KIM CARMODY	Auto approved by: 910518652
Approved	01/26/24	SCOTT NOVAK	Auto approved by: 910518652
Approved	01/26/24	JACKIE BYERLEY	
Approved	01/26/24	KIM CARMODY	Auto approved by: 910518652
Rejected	10/24/23	BRENDA RHODES	Please check the project accou
Approved	10/24/23	BRENDA RHODES	
Approved	10/24/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/24/23	RELYA MALLORY	Auto approved by: 910511034
Approved	01/29/24	BRENDA RHODES	

Bill To	Requisition 00001056-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CART DR LLC	TENNIS CENTER
5683 US HWY 90 WEST	851 GAILLARD DRIVE
	MOBILE, AL 36608
THEODORE, AL 36582	JACKIE.BYERLEY@CITYOFMOBILE.ORG
	Delivery Reference
	GOLF CARTS
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/24	290765				MOBILE TENNIS CENTER

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/29/24	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	01/29/24	RELYA MALLORY		Auto approved by: 910511034	
	Unknown	01/26/24	JOHN PAINE			
	Rejected	01/26/24	JOHN PAINE		make your changes	
	Approved	01/29/24	DONALD ROSE		Auto approved by: 9105paij	
	Approved	01/29/24	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	01/29/24	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	01/29/24	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	01/29/24	JOHN PAINE			
	Approved	01/29/24	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5866
Golf Cart Based Utility work cart/service vehicle

	Cart Dr LLC	Dixie Electric
Cart	$13,105.10	$14,873.42
Enclosure	$575.00	
Tires	$125.00	
MODEL	Multiply cart enclosure by 2, tires by 4	Multiply by 2
Total	$27,860.20	$29,746.84

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
01/10/2024	5866	Various	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, January 26, 2024**

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	This bid cancels and replaces City of Mobile Bid #5856					
	GOLF CART BASED UTILITY WORK CART/SERVICE VEHICLE					
2-4	Golf cart based utility work cart/service vehicle as per the following and attached specifications. Yamaha UMAX One or equal. Make_____ Model_____ Provide literature and specifications on product bid. Minimum specifications: • White in color • Cargo bed—size 33" long x 45" wide x 11.9" height • Cargo bed load—max 300 lbs • Gasoline motor • Front windshield, clear, hinged in middle • Headlights and taillights • 20x10-10 4 ply Monitor tires K389 (front), K500 (rear) • Soft-side three (3) sided enclosure • 2" receiver trailer hitch • Rubber mat in bed					
2 ea	Front tires with rims 20x10-10 4ply Monitor, K389 Make_____ Model_____					
2 ea	Rear tires with rims 20x10-10 4ply Monitor, K500 Make_____ Model_____					
	Page 1 of 3		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

Vendor will need to deliver. There is no loading dock at the delivery location, nor will the City assist with unloading.

Upon award, the City will purchase tow (2) Golf Cart Based Utility Work Cart/Service Vehicles.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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:2/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Citisco LLC for thirty heated mobile banquet cabinets for Convention Center.
Capital Convention Center Equipment

Amount of Contract:

$137,610.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240130 Citisco Agenda Package POs	Cover Memo	1/30/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/1/2024 - 2:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: 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
3911	2024	(F6080) CONVENTION CENTER	THIRTY HEATED MOBILE BANQUET CABINETS FOR CONVENTION CENTER (GSA CONTRACT)	$137,610.00	(298840) CITISCO LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00003911-00 FY 2024 PO 24004260 Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted Page 1

Vendor	Ship To
CITISCO - A BOELTER COMPANY 3445 BRECKINRIDGE BLVD 770-767-5646 DULUTH, GA 30096 UNITED STATES Tel#7707675646	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 KTURNER@ASMGLOBALMOBILE.COM Delivery Reference KAREN TURNER Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/24	298840				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER YOUR QUOTE 24347 AND GSA CONTRACT GS-07F-0356T MUST BE DELIVERED BY MARCH 1, 2024			
001	Classic Carter™ Banquet Cabinet, mobile, insulated, single door for pre-plated food, (180) up to 10.5" diameter, thermostatically controlled heat unit, without plate carriers, stainless steel construction, cUL, UL EPH (RapidShip)/ 120v/60/1-ph, 1650 watts, 13.7 amps, 10 ft. rubber cord with NEMA 5-15P, standard package, 6" polyurethane casters, set of 4	30.00 EACH	4587.00000	137610.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			137610.00

Bill To	Requisition 00003911-00 FY 2024 PO 24004260 Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted Page 2

Vendor	Ship To
CITISCO - A BOELTER COMPANY 3445 BRECKINRIDGE BLVD 770-767-5646 DULUTH, GA 30096 UNITED STATES Tel#7707675646	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 KTURNER@ASMGLOBALMOBILE.COM Delivery Reference KAREN TURNER Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/24	298840				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
KAREN TURNER

Deliver To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602

Requisition Link

Requisition Total 137610.00

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

Account			Amount	Remaining Budget
E C0261	.OPERSUPPLS.	.	137610.00	11385.61

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	137610.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	01/24/24	CARLEEN STOUT	Auto approved by: 910519420
Approved	01/24/24	CASSIE BOATWRIGHT	
Rejected	01/11/24	BRENDA RHODES	Should be not be charged to GF

Bill To	Requisition 00003911-00 FY 2024 PO 24004260 Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted Page 3

Vendor
CITISCO - A BOELTER COMPANY
3445 BRECKINRIDGE BLVD

770-767-5646
DULUTH, GA 30096
UNITED STATES
Tel#7707675646

Ship To
CONVENTION CENTER
1 SOUTH WATER

MOBILE, AL 36602
KTURNER@ASMGLOBALMOBILE.COM

Delivery Reference
KAREN TURNER

Deliver To
CONVENTION CENTER
1 SOUTH WATER

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/24	298840				CONVENTION CENTER

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/24/24	BRENDA RHODES			
	Approved	01/24/24	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	01/24/24	RELYA MALLORY		Auto approved by: 910511034	
	Unknown	01/30/24	SANDRA LEWIS			
	Unknown	01/30/24	DONALD ROSE			
	Approved	01/30/24	DONALD ROSE		Auto approved by: 910518227	
	Approved	01/30/24	SANDRA LEWIS			
	Approved	01/30/24	STEVEN KRONINGER		Auto approved by: 910518227	
	Approved	01/30/24	SAMANTHA COOLEY		Auto approved by: 910518227	
	Approved	01/30/24	JOHN PAINE		Auto approved by: 910518227	
	Approved	01/30/24	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

COMMERCIAL KITCHEN / DINING EQUIPMENT & SUPPLIES
3445 BRECKINRIDGE BLVD DULUTH, GA 30096
TEL: (770) 767-5643 FAX: (770) 535-2286

GENERAL SERVICES ADMINSTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

"MAS – Industrial Products and Services"

Multiple Award Schedule-Solicitation 47QSMD20R0001

Food Service Equipment, Supplies and Services, Kitchen Management Solutions, Emergency and Non-Emergency Food Service Support, Refrigeration, Cooking, Dishwashing, Food Preparation and Storage Equipment, and Other Miscellaneous Food Industry Items.

Contract Number: GS-07F-0356T

Contract Period: May 15, 2022 - May 14, 2027

Citisco, Inc.
Dba Food Service Equipment.
3445 Breckinridge Blvd
Duluth, GA 30096
Phone: (770) 535-3700
Fax: (770) 535-2286
Point of Contact: Eric Thornton – ericthornton@citisco.com
Elizabeth Botello – lbotello@citisco.com

Business Size: Small

http://www.citisco.com

FEDERAL ID NUMBER: 58-0194520
DUNS Number: ZC8MF2WXT1V4

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through ***GSA Advantage***!™, a menu-driven database system. The INTERNET address for ***GSA Advantage***™ is: http://www.gsaadvantage.gov. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at http://www.fss.gsa.gov.

COMMERCIAL KITCHEN / DINING EQUIPMENT & SUPPLIES
3445 BRECKINRIDGE BLVD DULUTH, GA 30096
TEL: (770) 767-5643 FAX: (770) 535-2286

INFORMATION FOR ORDERING ACTIVITIES:

1. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SIN's):

333241	Food Preparation Equipment
335220	Sanitation and Ware-washing Equipment
336999	Food Center Concepts.
314120	Lodging and Hospitality Supplies and Services
333415REM	Refrigeration Equipment
332215T	Cooking Utensils
325611	Cleaning Products
OLM	Order level materials

2. MAXIMUM ORDER*: $300,000 per SIN.
SIN 325611 & OLM: $250,000

* This maximum order is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: (1) offer a new lower price, (2) offer the lowest price available under the contract, or (3) decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order.

3. MINIMUM ORDER: $100.00

4. GEOGRAPHIC COVERAGE: Within the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, U.S. Territories, and a port or consolidation point within the aforementioned areas, for orders received from overseas deliveries.

5. POINTS OF PRODUCTIONS: Various (Call for specific information).

6. DISCOUNT: Basic discounts varies by brand from the accepted price list. (For calculation of the GSA schedule price (price paid by customers ordering from the GSA schedule, and the price to be loaded in to GSA advantage), the contractor should deduct the appropriate basic discount from the list price and adding the prevailing IFF rate to the negotiated discounted price (net GSA price). Current IFF rate is .75%

7. QUANTITY DISCOUNT: None

8. PROMPT PAYMENT TERMS: Net 30

9a. GOVERNMENT PURCHASE CARDS: Are accepted at or below the micro-purchase threshold.

9b. GOVERNMENT PURCHASE CARDS: Are accepted above the micro-purchase threshold.

10. FOREIGN ITEMS: None.

11a. TIME OF DELIVERY: 30 DARO

11b. EXPEDITED DELIVERY: 15 DARO

11c. OVERNIGHT AND 2-DAY DELIVERY: Overnight and 2-day delivery may be available. Contact the Contractor for rates.

11d. URGENT REQUIREMENTS: Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. F.O.B. POINT: Origin, Free freight for equipment orders in excess of $10,000 and small ware orders in excess of $500.

13. ORDERING ADDRESS: Citisco, Inc.
Dba Food Service Equipment.
3445 BRECKINRIDGE BLVD
DULUTH, GA 30096
Phone: (770) 767-5643
Fax: (770) 535-2286

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov.schedules).

14. PAYMENT ADDRESS: Citisco, Inc.

COMMERCIAL KITCHEN / DINING EQUIPMENT & SUPPLIES
3445 BRECKINRIDGE BLVD DULUTH, GA 30096
TEL: (770) 767-5643 FAX: (770) 535-2286

Dba Food Service Equipment.
3445 BRECKINRIDGE BLVD
DULUTH, GA 30096
Phone: (770) 767-5643
Fax: (770) 535-2286

15. **WARRANTY PROVISIONS:** Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.

16. **EXPORT PACKING CHARGES:** N/A

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any threshold above the mircopurchase level)

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR:** N/A

19. **TERMS AND CONDITIONS OF INSTALLATION:** N/A

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES:** N/A

21. **LIST OF SERVICE AND DISTRIBUTION POINTS:** N/A

22. **LIST OF PARTICIPATING DEALERS:** N/A

23. **PREVENTIVE MAINTENANCE:** N/A

24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficienty, and/or reduced pollutants):** N/A

24b. **Section 508 Compliance for Electronic and Information Technology (EIT):** N/A

25. **DATA UNIVERSAL NUMBER SYSTEM (DUNS): ZC8MF2WXT1V4**

26. **Notification Regarding Registration in System for Award Management (SAM) Database: Contractor has an Active Registration in the SAM database.**

COMMERCIAL KITCHEN / DINING EQUIPMENT & SUPPLIES
3445 BRECKINRIDGE BLVD DULUTH, GA 30096
TEL: (770) 767-5643 FAX: (770) 535-2286

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Global Industries, Inc, for six cubicle workstations for Accounting Dept
Capital Equipment

Amount of Contract:

$25,987.85

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240130 Global Agenda Package POs	Cover Memo	1/30/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/1/2024 - 2:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: 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
4525	2024	(2510) ACCOUNTING	6 OFFICE CUBICLE WORKSTATIONS FOR ACCOUNTING DEPT (THE INTERLOCAL PURCHASING SYSTEM COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$25,987.85	(073476) GLOBAL INDUSTRIES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004525-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GLOBAL INDUSTRIES INC	ACCOUNTING
17 WEST STOW RD	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644
MARLTON, NJ 08053	DGBRYARS@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	DONNA BRYARS
	Deliver To
	ACCOUNTING
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/08/24	073476	01/08/24			ACCOUNTING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER TIPS CONTRACT #230301.			
	INSTALLATION DEALER: OFFICE EQUIPMENT COMPANTY ATTN: NANCY BRAMLETT.			
001	GLOBAL FURNITURE GROUP 6 CUBICLES WITH WORKSTATIONS CONFIGURED PER THE ATTACHED QUOTE. (THIS INCLUDES DELIVERY ASSEMBLY AND INSTALLATION OF ALL PANELS, WORKSPACES, RECEPTACLES, BRACKETS, ETC.)	1.00 LOT	25987.85000	25987.85
1	2000.80.00.0000.0000.0000.0000.0000.47010. F E0011 .CAPIMPROVM. .			25987.85

Ship To
ACCOUNTING
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 440
MOBILE, AL 36644
Delivery Reference
DONNA BRYARS

Deliver To
ACCOUNTING
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 440
MOBILE, AL 36644

Bill To	Requisition 00004525-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 DGBRYARS@CITYOFMOBILE.ORG Delivery Reference DONNA BRYARS Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/08/24	073476	01/08/24			ACCOUNTING

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			25987.85

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

Account			Amount	Remaining Budget
F E0011	.CAPIMPROVM.	.	25987.85	.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	25987.85	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	01/24/24	BRENDA RHODES	
Approved	01/24/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/24/24	RELYA MALLORY	Auto approved by: 910511034
Approved	01/29/24	DONALD ROSE	Approved by: 9105fola
Approved	01/29/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	01/29/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	01/29/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	01/29/24	JOHN PAINE	Auto approved by: 910516727
Approved	01/29/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Printed 30 January 2024

www.globalindustrial.com

GLOBAL INDUSTRIAL

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO	
ADDRESS	11 Harbor Park Drive
CITY	Port Washington
STATE	NY
ZIP	11050

TIPS CONTACT	
NAME	Charlie Martin
PHONE	(866) 839-8477
FAX	(866) 839-8472
EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

Global Industrial is a value-added industrial distributor of industrial and maintenance, repair and operations (MRO) products in North America, going to market through a system of branded e-commerce websites and relationship makers.

We started in 1949 as a small material handling company, and we have grown to be an industry leader with over one million products in 21 industrial and commercial categories. We market our products primarily to private and public sector customers, which include for-profit businesses, state, local and private educational institutions and government entities, including federal, state, and local municipalities.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
230301	Furniture, Furnishings, and Services	05/31/2028	See EDGAR Certification Doc.
230103	Janitorial and Sanitation Supplies and Services	03/31/2026	See EDGAR Certification Doc.
230505	MRO (Maintenance, Repair and Operations of Facilities and	07/31/2028	See EDGAR Certification Doc.
230603	Pathogen Removal and Remediation Supplies and Services	08/31/2026	See EDGAR Certification Doc.
230701	Indoor Air Quality Equipment and Services	09/30/2026	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

230103

Brittany Garrett	GPO Partnership	(678) 745-9817	bgarrett@globalindustrial.com

230301

Brittany Garrett	GPO Partnership	(678) 745-9817	bgarrett@globalindustrial.com

230505

Brittany Garrett	GPO Partnership	(678) 745-9817	bgarrett@globalindustrial.com

230603

Brittany Garrett	GPO Partnership	(800) 607-8520	bgarrett@globalindustrial.com
Brittany Garrett	GPO Partnership	(800) 607-8520	bgarrett@globalindustrial.com

230701

Brittany Garrett	GPO Partnership	(800) 607-8520	bgarrett@globalindustrial.com
Brittany Garrett	GPO Partnership	(800) 607-8520	bgarrett@globalindustrial.com

TIPS VENDOR AGREEMENT

TIPS RFP 230301 Furniture, Furnishings, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Global Equipment Company Inc.

_____

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal.

It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date

that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **THE VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND TIPS, TIPS MEMBER(S), OFFICERS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD PARTIES FOR INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE, LOSSES, AND REASONABLE EXPENSES INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES (ALTOGETHER, A "LOSS"), ARISING OUT OF, OR RESULTING DIRECTLY FROM THIS AGREEMENT, AND IN CONNECTION WITH ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS ON THE PART OF THE VENDOR, ITS OFFICERS, OR EMPLOYEES. PARTIES FOUND LIABLE SHALL PAY THEIR PROPORTIONATE SHARE OF THE LOSS AS AGREED BY THE PARTIES OR AS ORDERED BY A COURT OF COMPETENT JURISDICTION OVER THE CASE. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE RESULTING DIRECTLY FROM THE CORRECT AND APPROPRIATE USE OF PRODUCTS SOLD BY VENDOR ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8. PER TEXAS EDUCATION CODE 44.032(F), AND PURSUANT TO ITS REQUIREMENTS ONLY, REASONABLE ATTORNEY'S FEES ARE RECOVERABLE BY THE PREVAILING PARTY IN ANY DISPUTE RESULTING IN LITIGATION. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, VENDOR'S**

OBLIGATION TO INDEMNIFY SHALL ONLY EXIST IF AN INDEMNIFIED PARTY: (1) GIVES VENDOR PROMPT WRITTEN NOTICE OF ANY LOSS OR THREATENED LOSS WITHIN 10 DAYS OF RECEIPT BY THE INDEMNIFIED PARTY OF ACTUAL OR CONSTRUCTIVE NOTICE THEREOF; (2) GRANTS VENDOR SOLE AND ABSOLUTE CONTROL OF THE DEFENSE AND RESOLUTION OF THE LOSS OR THREATENED LOSS; (3) COOPERATES FULLY IN THE DEFENSE OF THE LOSS OR THREATENED LOSS; AND (4) IMMEDIATELY PROVIDES VENDOR A COPY OF EACH COMMUNICATION RELATING TO THE LOSS OR THREATENED LOSS THAT IT RECEIVES FROM THE CLAIMANT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LOSS OF PROFIT, LOSS OF USE, OR LOST OPPORTUNITY DAMAGES.

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding

termination and the Survival Clause term.

E) The Parties hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

TIPS Members will be responsible for payment of invoices for goods shipped up to and including the date of termination. Products that are deemed non-cancellable and/or non-returnable cannot be cancelled or returned if purchased up to and including the date of termination.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** Neither party shall be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, pandemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, inability or delays in procuring or shipping product or obtaining permits and licenses, inability in procuring supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance beyond the reasonable control of such party in the conduct of its business.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order. Global Industrial will make a good faith effort to deliver products within the requested timeframe. However, factors such as product origin, quantity requested, and availability and production times may influence the delivery times. TIPS Member customers should contact your assigned Account Manager for specific information regarding lead times. Products that are deemed non-cancellable and/or non-returnable cannot be cancelled or returned.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property. With exception of Vendor's public TIPS profile where its active contracts are listed, Global Industrial requests TIPS have our permission prior to using our name or logo on website, marketing materials and advertisement.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

DocuSign Envelope ID: C4E22982-13C5-4061-BEAD-2BD6CDCA091E

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230301 Furniture, Furnishings, and Services

Vendor Name: Global Equipment Company Inc.

Vendor Address: 11 Harbor Park Drive

City: Port Washington State: NY Zip Code: 11050

Vendor Authorized Signatory Name: Evelyn Davis

Vendor Authorized Signatory Title: Vice President, Outbound Sales

Vendor Authorized Signatory Phone: 800-607-8520

Vendor Authorized Signatory Email: governmentsales@globalindustrial.com

Vendor Authorized Signature: DocuSigned by: Evelyn Davis B753F7C6784B4BB... Date: 5/30/2023

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/31/2023

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

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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by The Interlocal Purchasing System ("TIPS"), 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 a Texas Region Education Service Center pursuant to the competitive bid laws in the State of Texas.

Based on the Department's review, the competitive bid process used by TIPS is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing TIPS, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance.*

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(l)(1), *Ala. Code* 1975, as amended by Act 2021-497.**

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kardex Remstar LLC for a Lextriever vertical automated storage carousel for City Clerk.
Capital equipment.

Amount of Contract:

$67,635.75

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240201 Kardex Agenda Package POs	Cover Memo	2/1/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/1/2024 - 2:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
3849	2024	(1030) CITY CLERK	LEKTRIEVER VERTICAL AUTOMATED STORAGE CAROUSEL FOR CITY CLERK (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$67,655.75	(298960) KARDEX REMSTAR, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00003849-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
KARDEX REMSTAR, LLC 41 EISENHOWER DRIVE WESTBROOK, ME 04092 Tel#740-236-3255 Fax 7402361525	CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/24	298960				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER SOURCEWELL CONTRACT #010920-KRS AND YOUR QUOTE #603601.			
001	LEKITEVER VERTICAL CAROUSEL MODEL 120-1511S AS FOLLOWS PER THE ATTACHED QUOTE #603601: *100.79"W X 45.47"D (t11.82"D FOR STAINLESS STEEL WORK COUNTER) X 8' 5.38"H *(14) CARRIERS 86.62"W X 16.14'D X 10.80"H, 330 LB CAPACITY PER CARRIER (REUSING EXISTING TRAYS) *T0 CONTROLLER LOCATED IN WORK COUNTER *IMBALANCE INDICATOR *ACCESS OPENING LIGHT *MANUAL HAND CRANK FOR EMERGENCY ACCESS DURING POWER OUTAGE *110V SINGLE PHASE POWER Additional Description Notes --- LEKITEVER VERTICAL CAROUSEL MODEL 120-1511S AS FOLLOWS PER THE ATTACHED QUOTE #603601: *100.79"W X 45.47"D (t11.82"D FOR STAINLESS STEEL WORK COUNTER) X 8' 5.38"H *(14) CARRIERS 86.62"W X 16.14'D X 10.80"H, 330 LB CAPACITY PER CARRIER (REUSING EXISTING TRAYS) *T0 CONTROLLER LOCATED IN WORK COUNTER *IMBALANCE INDICATOR *ACCESS OPENING LIGHT *MANUAL HAND CRANK FOR EMERGENCY ACCESS DURING POWER OUTAGE *110V SINGLE PHASE POWER	1.00 EACH	37105.75000	37105.75

Bill To	Requisition 00003849-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
KARDEX REMSTAR, LLC 41 EISENHOWER DRIVE WESTBROOK, ME 04092 Tel#740-236-3255 Fax 7402361525	CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/24	298960				CITY CLERK

LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0027 .CAPEQUIPMT. .			37105.75
	Ship To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644			
002	MECHANICAL EQUIPMENT INSTALLATION PER ATTACHED QUOTE 603601 AS FOLLOWS: *INCLUDES FIVE (5) YEAR PRODUCT WARRANTY, SCHEDULED MAINTENANCE (6,12,18,24,30,36,42, 48 & 54 MONTHS), INITIAL INSTALLATION *INCLUDES UNLOADING OF TRUCK, STAGING, OPERATOR TRAINING *INCLUDES DEMO AND REMOVAL OF EXISTING Additional Description Notes	1.00 EACH	25750.00000	25750.00

Bill To	Requisition 00003849-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
KARDEX REMSTAR, LLC 41 EISENHOWER DRIVE WESTBROOK, ME 04092 Tel#740-236-3255 Fax 7402361525	CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/24	298960				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
	MECHANICAL EQUIPMENT INSTALLATION PER ATTACHED QUOTE 603601 AS FOLLOWS: *INCLUDES FIVE (5) YEAR PRODUCT WARRANTY, SCHEDULED MAINTENANCE (6,12,18,24,30,36,42, 48 & 54 MONTHS), INITIAL INSTALLATION *INCLUDES UNLOADING OF TRUCK, STAGING, OPERATOR TRAINING *INCLUDES DEMO AND REMOVAL OF EXISTING Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0027 .CAPEQUIPMT. .			25750.00
	Ship To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644			
003	FREIGHT	1.00 EACH	4800.00000	4800.00
	Vendor Item Inventory Item/Loc 14009			

Bill To	Requisition 00003849-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
KARDEX REMSTAR, LLC 41 EISENHOWER DRIVE WESTBROOK, ME 04092 Tel#740-236-3255 Fax 7402361525	CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/24	298960				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0027 .CAPEQUIPMT. .			4800.00

Ship To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644
Delivery Reference
TIERENEY LEVERETTE

Deliver To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644

Requisition Link

Requisition Total 67655.75

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

Account	Amount	Remaining Budget
E E0027 .CAPEQUIPMT. .	67655.75	269030.60

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	67655.75	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Bill To	Requisition 00003849-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
KARDEX REMSTAR, LLC 41 EISENHOWER DRIVE WESTBROOK, ME 04092 Tel#740-236-3255 Fax 7402361525	CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/24	298960				CITY CLERK

LN	Description / Account	Activity	Date	Clerk	Qty	Unit Price	Net Price	Comment
		Approved	01/09/24	LANA PAFENBACH				Auto approved by: 91056651
		Approved	01/09/24	LISA LAMBERT				
		Approved	01/10/24	BRENDA RHODES				
		Approved	01/10/24	TIFFANY HOLLINS				Auto approved by: 910511034
		Approved	01/10/24	RELYA MALLORY				Auto approved by: 910511034
		Unknown	01/31/24	ANNE FOLEY				
		Approved	01/31/24	DONALD ROSE				Auto approved by: 9105fola
		Approved	01/31/24	SANDRA LEWIS				Auto approved by: 9105fola
		Approved	01/31/24	STEVEN KRONINGER				Auto approved by: 9105fola
		Approved	01/31/24	SAMANTHA COOLEY				Auto approved by: 9105fola
		Approved	01/31/24	JOHN PAINE				Auto approved by: 9105fola
		Approved	01/31/24	MICHAEL SPAFFORD				Auto approved by: 9105fola
		Approved	01/31/24	ANNE FOLEY				
		Approved	01/31/24	MICHAEL SPAFFORD				Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 7CD09739-C93E-4259-A001-3E456BEFE30E

Sourcewell

Solicitation Number: RFP#010920

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Kardex Remstar LLC**, 41 Eisenhower Drive, Westbrook, ME 04092(Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

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 March 25, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members 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.

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Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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 Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract 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)
- 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 be become an amendment to this Contract and be incorporated by reference.

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5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor 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.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor 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 Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

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The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable 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 Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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 thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. 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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor 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 Vendor under this Contract.

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If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. 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 Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

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remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

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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 not less than listed below:

Minimum 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.* Vendor 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). 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.

Minimum 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, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event

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$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor 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 Vendor'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.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor 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, Vendor 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 Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. 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. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

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a Member accesses Vendor'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. Vendor 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

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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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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

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covered by 31 U.S.C. § 1352. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

24. CANCELLATION

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Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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 Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 3/23/2020 | 12:52 PM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 3/23/2020 | 1:19 PM CDT

Kardex Remstar LLC

By: DocuSigned by: 4580A0F92D8F4F3...

Daniel Mueller

Title: Director of Government Services

Date: 3/23/2020 | 10:48 AM PDT

RFP 010920 - Industrial and Workplace Storage Systems with Related Accessories

Vendor Details

Company Name:	Kardex Remstar LLC
Does your company conduct business under any other name? If yes, please state:	Kardex
Address:	41 Eisenhower Drive Westbrook, Maine 04092
Contact:	Daniel Mueller
Email:	daniel.mueller@kardex.com
Phone:	662-582-7295
Fax:	207-854-1610
HST#:	27-3846558

Submission Details

Created On:	Thursday January 02, 2020 13:43:25
Submitted On:	Thursday January 09, 2020 14:02:16
Submitted By:	Daniel Mueller
Email:	daniel.mueller@kardex.com
Transaction #:	56ff3920-9600-4f7d-8f4c-da3f3a29c727
Submitter's IP Address:	107.130.34.93

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Kardex Remstar LLC	*
2	Proposer Address:	41 Eisenhower Drive Westbrook, Maine 04092	*
3	Proposer website address:	www.kardexremstar.com/us.html	*
4	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):	Daniel Mueller Director of Government Services 41 Eisenhower Drive Westbrook, Maine 04092 E-Mail: Daniel.mueller@kardex.com Phone: (662)582-7295	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Daniel Mueller Director of Government Services 41 Eisenhower Drive Westbrook, Maine 04092 EMail: Daniel.mueller@kardex.com Phone: (662)582-7295	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jessica Lang 41 Eisenhower Drive Westbrook, Maine 04092 E-Mail: Jessica.lang@kardex.com Phone: (740)236-1525	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	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.	Kardex Remstar is one of the world's leading suppliers of automated High Density storage and retrieval systems. We have successfully installed more than 240,000 systems in Government, manufacturing, distribution, warehouse, office and retail sectors since 1973 – proof of our ability and the commitment of our staff. Applications are far reaching and include systems for paper filing, parts kitting, small parts handling, controlled storage access, lean manufacturing, order consolidation, distribution, warehousing, MRO (maintenance & repair operations) and many more! Industries that utilize Kardex Remstar solutions extensively include Federal, State and Local Government agencies, warehouse facilities, manufacturing, hospital supplies, medical device manufacturing, pharmacy automation, educational facilities, retail distribution and many more! Product Offerings Through Innovation Kardex Remstar has become one of the industry leaders by combining flexible storage solutions with the industry's largest field service network and the largest selection of software and middleware available. Each one of our products has been designed to increase productivity and improve the efficiency of your work processes. Our tailor-made solutions allow you to make optimum use of your storage space. Commitment to Product Excellence From stand-alone units to multimillion dollar systems, we are committed to exceeding your expectations. We are happy to provide a list of satisfied customers and strongly recommend that they be called. Service, Support & Warranty Plans Hundreds of factory-trained, licensed technicians are available with the parts you need when you need them… 24 hours per day, 7 days a week. The Kardex Remstar service commitment provides our customers' access to one of the largest service groups in our industry.	

Kardex Remstar uses a combination of strategically located regional office based technicians, a central phone support staff and the extensive reach of our thoroughly invested dealer network combined with immediate access to spare parts to protect your mission critical operations, providing the highest up-time in the industry.

- Installation
- Planned Maintenance Agreements
- Customer Support Service Calls & Repair
- 24/7/365 Emergency Service Available

Kardex Remstar and our dealer partners stand behind the quality of our equipment and systems with exceptional warranties and support. Our standard warranty is two years of warranty on all machines, fully supported by dealers and backed up by the factory. Warranties may be extended to five years in length when equipment is maintained by scheduled and licensed preventative service according to factory instructions.

In Our Company Ethics Are Not Optional
We voluntarily subscribe to the Ethics and Practices Code developed by the Material Handling Industry and we pledge to our customers:

- To do what we know is right and to refuse to do things that are wrong, just because others may do them.
- To produce products that meet or exceed the voluntary and regulatory standards of our industry.
- To sell only the features and benefits of our products and services,
- and not intentionally injure or damage the reputation of our fellow members or our competitors.
- To provide products and services that can meet your quality expectations.
- To promptly service any claims against our warranty.
- To reserve the right to tell you when our products or services are mismatched with your application.
- To respect the intent of our communications to you, which includes the language of our mutual contracts. *

- To treat every customer equally, with the same respect and courtesy that we would expect ourselves.

Kardex Remstar's history origins date back to the 1880s when we introduced the "card index system" in the USA. Today Kardex Remstar specializes in the development, manufacture and refinement of dynamic storage and retrieval systems for all market segments.

Both our company and the range of products have changed considerably over the years. One thing that has stayed the same, however, is the innovation and creative corporate culture. This is one of the reasons why we have successfully install thousands of storage systems with and without software solutions all over the world. All of these solutions have been tailored to our customer's needs in line with the demands of the market.

Since 1987 Kardex Remstar has been part of Kardex AG, which is one of the largest providers of storage related products in the world.

Our history is one of product and manufacturing innovations:

1892 – Vertical filing systems developed
1903 – Fireproof safe
1925 – Electric typewriter
1939 – Calculating machines
1939 – Multi-head electric shaver
1957 – Automated vertical carousel
1981 – Kardex AG opens North America operations called Remstar
1981 – Kompakt High Density Mobile Aisle System
1981 – Computer controlled carousel storage system
1983 – File tracking and inventory management software
1985 – Refrigerated storage products are introduced
1993 – Vertical Lift Modules
1994 – Horizontal Carousels
1997 – Storage products quick ship programs are introduced
2001 – Tennsco Industrial Storage product line partnership is formalized and approved
2008 – Kardex Systems, Inc. is acquired by Kardex AG
2008 – Kompakt Mechanical Assist Mobile Storage System is redesigned
2009 – Remstar and Kardex Systems, Inc merge to form KardexRemstar
2009 – Lewistown, PA manufacturing facility is refurbished to manufacture Lektriever vertical carousels, horizontal carousels and Kompakt Mobile Storage Systems
2010 – KardexRemstar, Inc. becomes Kardex Remstar LLC
2011 - Megamat RS Vertical Carousel is redesigned
2011 – Element VLM is manufactured and sold in North America

		2012 – Shuttle storage trays are manufactured in Westbrook, ME 2012 – Logicontrol digital developed 2013 – Power Pick inventory software replaces Fast Pic 5 2013 – Shuttle XP 1000 introduced for handling heavy storage requirements 2014 – Sort to ship introduced 2016 – Aurora Storage Systems formally announces partnership with Kardex Remstar to represent High Density Mobile line. 2018 – Kardex Remstar introduces the LR 35 Vertical Buffer Storage Unit. 2019 – Kardex AG announces a new manufacturing facility located in United States 2020 – Kardex Remstar plans open house for our new “state of the art” manufacturing facility – August 2020. Kardex Remstar’s Core Ethical Principles Our understanding of ethical business practices is based on 5 core principles: • We treat our employees fairly and respectfully • We are putting client’s benefits on top of our objectives • We are committed to sustainable performance with integrity • We strive to be a trustful, fair and respectful business partner • We aspire to be a responsible corporate citizen	
8	Provide a detailed description of the products and services that you are offering in your proposal.	Kardex Remstar has been a leading supplier of storage products to both the commercial and government markets for over thirty five years. Our manufacturing capabilities coupled with that of our long term partnership with complementary storage products manufacturers, Tennsco Products and Aurora Storage Systems has allowed Kardex Remstar to enjoy a stellar reputation as a quality supplier of office and warehouse storage solutions ranging from highly involved warehouse storage and distribution solutions to standard office storage solutions and everything in-between. Kardex Remstar’s nationwide dealer network operates in all 50 states, including Mexico, Canada, allowing for unparalleled sales and service to existing customers, as well as potential new clients. With one of the industry’s most extensive storage product offering, coupled with nationwide sales and support we believe Kardex Remstar is the best choice for Sourcewell if the intent is to truly provide the broadest range of storage solutions for the government and education markets at the best price. Kardex Remstar is a leading manufacturer and distributor of Vertical High Density Storage to include High Density Mobile Systems, related shelving products, office cabinet solutions as well as Industrial cabinets and work benches. Our partnership with Tennsco and Aurora has positioned Kardex Remstar as one of the most diverse suppliers for Office and Industrial storage equipment in the industry. •Office Products – Times-2 Storage Cabinets, Deluxe Storage Cabinets, Standard Storage Cabinets, Storage Cabinets with C-Thru Doors, Jumbo Storage Cabinets, Welded 60” & 66” High Storage Cabinets, Welded Janitorial Cabinets, Welded Storage Cabinet/Bookcase Combination, Welded Storage Cabinet with File Drawers, Welded Cantilevered Bin Storage Cabinets, Welded Laptop Charging Stations, Welded Cabinets with Perforated Doors, Welded Open Style Cabinets, Welded TA-50 Military Cabinet. Two, Three, Four, Five and Six Drawer Lateral File Cabinets, Vertical File Cabinets, Card and Multimedia File Cabinets, Literature Sorters, Add-A-Stack Units, Record Archive Storage Rack, Welded Bookcases, Wood-Tec Shelving, weapons racking and other miscellaneous Shelving Products. •High Density Mobile - a. End Panels – Choose from laminated or powder coated 18 gauge steel end panels; virtually anything is possible to meet your décor and storage requirements. b. Three Models – Electric, Mechanical Assist and Manual driven models are available. c. Protection Systems – Aisle locks, touch bars, mechanical floor level safety, safety beams and other passive and active safety systems are available to protect your personal items. d. Rail & Deck – The rails and deck can be modified based on a building’s structural requirements and needs. e. Anti-Tip Protection – Carriage and rail design provided stability in all seismic active areas. f. Carriages – Heavy duty construction designed to meet and exceed the weight and usage requirements. g. 3" and 5” Carriage Wheels – All wheels on one side are driven. 3" or 5” diameter wheels with a full contact bearing surface.Double or center flanged heavy duty wheel construction meets or exceeds weight and usage requirements. h. Shelving – Select from any of Kardex Remstar’s shelving or storage units…new or existing…your storage requirements are easily met. • L & T Shelving and Drawers – L&T Open Shelf Shelving, L&T X-Ray Shelving, L&T Heavy Duty Shelving, L&T Library Shelving. Related Accessories. . •Automated Vertical Storage -	*

		a. Lektriever – Electronic Lateral Filing Systems for Paper File or Small Parts Storage. . b. RS 350 Vertical Carousel – High Density Storage Industrial Automated Vertical Carousel. c. HD 500 Vertical Lift – High Density Storage Vertical Lift. d. Horizontal Carousel – High Density Horizontal Carousel for Warehouse and Distribution Storage. • Warehouse Shelving – Heavy Duty Reinforced Shelving, Q Line Shelving, Bulk Storage Rack, Z-Line/Steel Shelving, Wire Shelving, Wood-Tec Shelving, Quick Loc Shelving. • Logic Shelving – Fixed Shelving Units, Mobile Carts and Hand Carts. • Workbench and Shop Equipment – Flared and Adjustable Leg Workbenches, Electric Workbenches, Rivet-Style Workbench, Related Accessories. • Technical Workstations – Technical Workstation with Fixed Legs, Technical Workstations with Adjustable Legs, Instruments Shelves, Hanging Drawer Units, Related Accessories. • Lockers – Single Tier Lockers with Legs, Single Tier Lockers without Legs, Double Tier Lockers with Legs, Double Tier Lockers without Legs, Triple Tier Lockers with Legs, Triple Tier Lockers without Legs, 5-Tier, 6-Tier Box Lockers with Legs, 5-Tier, 6-Tier with Legs, Welded Heavy-Duty Single Tier Lockers, Welded Heavy-Duty Double Tier Lockers, Welded Heavy-Duty 6-Tier Lockers, Welded Combination Lockers, Welded Duplex Lockers, Welded Half-Height Lockers, 15, 16 Person Lockers, Welded Single Tier C-Thru Lockers, Welded Double Tier C-Thru Lockers, Welded 6-Tier C-Thru Box Lockers, Welded Wall Mounted C-Thru Lockers, Welded 16-Person C-Thru Lockers, Welded Ventilated Single Tier Lockers, Welded Ventilated Double Tier Lockers, Welded Ventilated 6-Tier Box Lockers, Related Accessories. . Services include local sales consultants, installation, product and software training, full parts and service department, free site surveys and best warranty plan in industry.	
9	What are your company's expectations in the event of an award?	Kardex Remstar's intent is to continue to expand and better position our overall market position, both through building on the Sourcewell and the Kardex Remstar brand name, all built around an industry diverse space and storage saving product and service offering. Kardex Remstar is committed to the Federal, State and Local government agencies, as well as push continued grow in the non-profit and education market segments. We recognize that this contract is not a magic pill, but only a tool and that the real effort is in energizing our network around the Sourcewell contract and educating our customers on the the value of our product line and the partnership between Sourcewell and Kardex.to potential end users. It is Kardex Remstar's expectation that through our partnership with Sourcewell we will continually build our mutual reputation as the industry leader for Office and Industrial storage products and services for the government and education markets throughout North America.	*

10	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.	All numbers presented are from 2018 as we are in the process of closing out our 2019 books. Our numbers for 2019 are expected to similar our our performance in 2018. The Kardex Group continued its dynamic development in 2018. A largely positive economic environment and the Group's strong market position ensured a continued good level of bookings and full order books in both divisions. Despite some bottlenecks in the supply chain, which led to higher costs and extended project duration, revenue and profit development accelerated. Kardex Remstar made targeted investments to increase capacity. At EUR 481.2 million, the Kardex Group's bookings were up 16.8% on the previous year and Group revenues increased to EUR 423.4 million, 12.6% more than in 2017. At `5.9%, the growth rate of the service business again exceeded the equally strong growth rate of new business of 11%. The Group's order backlog at year end amounted to EUR 230.1 million, a new high. This is 32.5% more than the comparable figure at the end of the previous year. The number of employees in the group increased by 9.3% to - 1807 full-time equivalents during the year. Further increase in EBIT margin Gross profit at Group level rose by 12.2% to EUR 152.2 million, but remained almost unchanged in percentage terms at 39.9% (36.1%) due to higher procurement prices and wages as well as slightly lower sales margins.Operating costs increased only moderately, even though marketing and development expenses remained high, resulting in an operating income of EUR 53.2 million. In absolute and percentage terms, this corresponds to a new record with a plus of 15.7% and an EBIT margin of 12.6% (12.2%). As expected, the tax rate fell slightly to 25.6% (28.5%), while net profit increased by 20.4% to EUR 38.3 million. This result corresponds to a ROCE of 52.1% (46.9%). Kardex Remstar continues dynamic growth Demand increased in almost all of Kardex Remstar's target markets. New business was particularly dynamic in North America, China and the major European countries. Bookings increased in total by 13.2% to EUR 381.3 million. Due to the high order backlog, revenues rose by 14.8% to EUR 347.5 million. The service segment contributed EUR -100,000 million, which leads to a revenue share of 28.8%. Despite significantly higher material costs and increased personnel costs, the operating income rose by 14.9% to EUR 51.0 million due to the revenue increase and further efficiency gains in line with the revenue development. The EBIT margin remained at the previous year level of 14.7%. Kardex Remstar recorded a very high capacity utilization, resulting in longer project duration's, which were in addition also driven by bottlenecks at suppliers. Capacities will therefore gradually be increased through targeted investments in the plants, thus ensuring that profitable growth can continue seamlessly in 2019 and beyond. In order to take account of Kardex Remstar's sustained positive performance, the targeted EBIT margin corridor will be increased to 8-16:% (7-15%) over the business cycle. Balance sheet remains strong and free cash flow high The Kardex Group's balance sheet remains solid and the balance sheet total at the end of the period was EUR 264.9 million (31-12-2017: EUR 240.2 million). The company is debt-free, has a net cash position of EUR -129.2 million and an equity ratio of 57.9% (57.9%). The free cash flow of EUR 37.8 million (EUR 34.6 million) was higher than in the previous year despite increased investments and a slightly higher level of receivables. It thereby approximately corresponded to the net profit generated by the Group. See the attached Kardex Remstar 2018 public financial report.	*
11	What is your US market share for the solutions that you are proposing?	Through our on-going mutually agreed upon partnerships with Tennsco and Aurora Storage Systems, Kardex Remstar's market share is estimated be 35- 40%.	*
12	What is your Canadian market share, if any?	Through our on-going mutually agreed upon partnerships with Tennsco and Aurora Mobile Systems, Kardex Remstar 's Canada market share is estimated to be 5-10%	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

14	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?	Kardex Remstar is a manufacturer and factory distributor of High Density Automated Storage and Retrieval products. Kardex Remstar is the manufacturer of Vertical Lift, Vertical Carousels, Horizontal Carousels, and high speed picking, storage and software solutions. We have a partnership agreements in place with Tennsco for the manufacturing of shelving, a variety of storage cabinets, work stations and Aurora Storage Systems for High Density Mobile storage products. All products are sold and serviced through our network of authorized and factory certified resellers Kardex Remstar has formal contracts in place with each individual factory authorized sales and service organization. We view our resellers as committed partners within our organization and treated as such. Kardex Remstar has two (2) direct selling sales offices, with the balance of distribution done through 30 authorized certified third party resellers directly supported by direct employees of Kardex Remstar through regional management positions. It is Kardex Remstar's responsibility to support and service our network providing continuous training, product introductions, service training and marketing collateral to support their sales and service effort through this contract vehicle.	*
15	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.	There are no industry required certifications or licenses for the sale or installation of our products other than use of applicable licensed electricians if required. Kardex Remstar requires all of our service and installation teams to be factory trained and certified. Kardex Remstar's entire product line with DIN EN 15095 "Power-operated TÜV (Technical Observation & Control), a USA NRTL and a Canadian CB.. Kardex Remstar also holds the following two ISO certifications: ISO 9001 ISO 1401	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Office Furniture, as many of our products work in both Industrial and office applications. Kardex Remstar provides space saving storage solutions in Office applications as part of our overall product offerings,	*

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	None Kardex Remstar announced in 2019 that it is opening a State of the Art manufacturing facility in Charleston, SC opening in August 2020. This will be a "Made in America" manufacturing facility designed to service and support the growing North American Markets. This is huge undertaking designed to further position us as a leader in Industrial Storage equipment in the North American markets.	*
19	What percentage of your sales are to the governmental sector in the past three years	25-30% - Estimated Government sales to be $20,000,000 in 2020.	*
20	What percentage of your sales are to the education sector in the past three years	1-3% Estimated Education sales to be $2,500,000 in 2020	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	None Dropped New York State Contract and the Texas State Contract for Sourcewell contract in 2017. Kardex Remstar no long holds any State Purchasing Contracts.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GS 25F-0048M Average three year annual GSA sales $4,500,000 per year.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Amtrak	Todd Wolstenholme	215.349.1086	*
Cook County Deeds and Historical Records Department	William Drobitsch	312-603-5088	*
Nassau County District Administrative Judge Office	Thomas Polito	516-493-3026	*
Director NY City H CHS Pharmacy	Danielle Petrocelli	646-778-2213	

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 *	
Miramar MALS 16 – Shuttle XP Storage Systems	Government	California - CA	Ten Vertical Lifts for MALS 16 Supply and Inventory Tracking Software	$1,800,000.00	$2,500,000.00	*
Bonita Unified School District	Education	California - CA	Eight Office Vertical Carousels for the storage of student records	$350,000.00	$350,000	*
Gresham Police Department	Government	Oregon - OR	Two Vertical Lifts with inventory software for the management of evidence	$300,000.00	$350,0000	*
Tinker AFB – DLA Aviation Building 9001 and Building 200	Government	Oklahoma - OK	Three Vertical Lifts for building 9001 and three Vertical Carousel for building 200 for maintenance parts storage	$700,000.00	$2.500,000.00	*
SAIC – Hill AFB/Ogden ALC, DLA Aviation	Government	Utah - UT	Twelve (12) Vertical Lift units with fire suppression for maintenance facility parts at Hill AFB for buildings 507	$1,900,000.00	$5,000,000.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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.	Kardex Remstar employees four (4) full time regional managers and four (4) dedicated government managers responsible for managing 30 Authorized Resellers throughout the country. The four regional managers time is dedicated to 100% of Kardex Remstar's product offering both in the commercial markets and government markets. Each regional director has a commercial sales quota and a government sales quota. Government managers are dedicated to 100% government market segments and are market drivers and support for the regional directors and authorized resellers. The regional directors and government managers are located in the following territories: • Western/ Mexico Region – Arizona • Northeastern/Eastern Canada Region – Maine • Midwestern Region – Ohio • Southeast/Mid-Eastern Region – South Carolina • Mid-South Region – Maine • Government Director – Located in Mississippi – Responsible for all Government Sales in the United States, Canada and Mexico • Government Sales Manager – Located in Ohio – Responsible for all Government Sales in the United States, Canada and Mexico	*
26	Dealer network or other distribution methods.	Please see the attached spreadsheet for resellers locations, territories covered, sales personal and proportion of attention focused on the sales and service of our product offering. Kardex Remstar has 30 offices throughout United States, Canada and Mexico covering 58 individual territories by over 100 dedicated Kardex Remstar sales personal.	*
27	Service force.	The spreadsheet above outlines our resellers office locations and territories covered. Each office holds authorized service technicians that are factory certified to do installation and service. Kardex Remstar's automated products must be serviced by factory authorized and certified technicians for warranty purposes. Service is provide by telephone or on site based on customer need.	*

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.	Kardex Remstar and our partners Tennsco and Aurora Storage Products have a multilevel customer service program. All primary contact is through our authorized resellers as they are the first line of support for all sales and service related issues and are able to respond locally to all requests. The following example outlines in detail the processes in place for our customer service programs. Customer Service Inquires: 1. Customer contacts Kardex Remstar or the local reseller in territory for request for quote. Depending on the product a site visit may be required to determine the needs of the customer. A site survey maybe required for design consultation, area foot print evaluation or general assessment of customers storage needs. All site surveys are done at no charge to the customer and are part of the customer service experience. 2. All stock product inquiries regarding pricing and installation will be answered within one business day with a formal quote sent to the customer as requested. 3. If inquiry requires a site visit due to consultation or installation review the authorized reseller will set a time convenient with the end user. Based on requirement of the end user a proposal will be generated and delivered to the end user at a mutually agreed date. 4. General product information requests will be answered at the time of inquire or with 24 hours depending on the nature of the request. 5. If the authorized reseller needs additional technical support to answer the requests of the end user they will contact the factory responsible for the manufacturing of the specific product. The factory will responded based on the nature of the request normally within 24 hours. The reseller will than forward the information as request. All first tier customer service will be performed by the authorized Kardex Remstar reseller. Order Processing: 1. The end user's purchasing agency issues a purchase order (PO) made out to the Kardex Remstar or the local authorized authorized reseller. All PO's must reference the Sourcewell Contract number and the end users membership number. 2. Kardex Remstaror the authorized reseller receives the PO from the customer. If the PO is sent directly to Kardex Remstar. Kardex Remstar will book the order and notify the local authorized reseller for internal processing. 3. Kardex Remstar or the authorized reseller enters order with factory in the usual manner making sure the Sourcewell contract number is on the order. Authorized reseller must send a copy of the end users PO with order if not sent directly to Kardex Remstar to validate contract pricing for compliance. . This is very important as Kardex Remstar is responsible for paying a rebate to Sourcewell and responible to Sourcewell for all contract compliance as outlined in the bid request. Any exemptions from sales tax should be noted on the PO. (Note: All Sourcewell members are non-profit organizations and, therefore, should be eligible for sales tax exemptions. There Federal ID number should be used to verify that exemption.) 4. After Kardex Remstar processes the order, the order acknowledgement will be sent directly to the end user or the authorized Kardex Remstar reseller. Orders will be assigned a promised delivery date in accordance with published lead times unless a "do not ship before" date is noted on the PO. 5. When the product ships Kardex Remstar will invoice the end user or the authorized Kardex Remstar reseller. 6. Kardex Remstar or the authorized reseller invoices the end user only after installation and acceptance is complete. The Kardex Remstar or the authorized reseller is required to get a customer acceptance sign-off upon completion prior to invoicing to insure all aspects of the project have been completed to the customers satisfaction. 7. Like commercial orders the Kardex Remstar reseller is responsible for the invoicing and collection of payment for the project. Service Requests: 1. All service requests must be processed through Kardex Remstar authorized reseller responsible for the sale of the original project. 2. Sourcewell end user contacts the reseller for any service or warranty related requests. 3. Authorized resellers will perform all service requests within agreed timeline with end user.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hawaii, Puerto Rico, Virgin Islands, and Guam are our only week points for distribution and/or sales coverage. These territories have not afforded Kardex Remstar the opportunity to build new customers do to the lack of quality representation and limited opportunities. While Kardex Remstar does have a presense in these location or service and support for these territories comes out of the United States but not locally.	*

30	Identify any Sourcewell Member 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?	Not-for-Profit is the weak market segment for Kardex Remstar. Our main focus has been State, local and city government as well as the education markets. Kardex Remstar is well suited to handle this market we just have not had the activity to dedicate staff. Our network of dealers is well suited to make the calls but I would ask for for some training support from Sourcewell t expand our understanding of the market segment and potential.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None for Alaska as we have a sales and service located in Alaska, but same answer as above apply s to Hawaii and US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	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.	Kardex Remstar in conjunction with our partners, Tennsco and Aurora Storage Products have developed a comprehensive training program designed to educate both our direct sales management and authorized reseller network on the detailed workings of the Sourcewell contract, to include product review, pricing structures, target market customers and applications. This training program would be presented to Sourcewell management for review and approval before rolling out. Once approved we would hold an inter-organizational training with all Regional Sales staff, Customer service and order processing departments to insure all internal parties have a solid understanding of the program and inner working of how the program will be implemented and executed. Once this has been completed our Regional Business Directors, in conjunction with a dedicated sales specialist, whose sole responsibility will be management of this contract, will roll out the approved training program to our reseller network. Training of the reseller network will be done at each individual office insuring that full coverage is in place upon completion. Kardex Remstar also hold a National Sales Training program in October 2020 and this program will once again be presented as a refresher course for existing and new reseller sales staff. Training will be a top priority over the first 6 months of this contract. It is Kardex Remstar's hope that Sourcewell would provide a member listing that would include contact information such as address, phone number and e-mail addresses and main contacts. It this is not available than Kardex Remstar would purchase a mailing list specific to the target markets. Kardex Remstar's initial plan would be to introduce Kardex Remstar through an announcement that we were awarded a IDIQ Sourcewell contract for Industrial Storage Products. The e-mail campaign would introduce our organization and an overview of our product offering along with Sourcewell contract details. The lists would be broken down by territory and presented to our local reseller who in turn would do their own e-mail marketing campaign to Sourcewell customers in their respective territories. The promotion of the Sourcewell contract would be posted on our web site as well as the web sites of our respected resellers. Kardex Remstar would produce a single page marketing brochure that would be presented at all follow-up and direct calls to the end user. This piece would also be replicated with our resellers for use in the field. This process would be repeated quarterly to insure maximum penetration is achieved. Kardex Remstar would adjust our marketing programs as needed once we have a solid understanding of what the market segments require. Kardex Remstar has a fully staffed marketing department with capabilities to execute specific marketing tools with direction from the Director of Government Sales. Examples of the literature being presented is included as an attachment.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Kardex Remstar is directly linked to Twitter, Facebook and LinkedIn and have specific industry groups created under all media platforms. We educate our customers on our products, our organization, and contract vehicles available. Leads are driven by our web site and social platforms and considered nurturing opportunities until they have been qualified. Once qualified they move to our Regional Managers and for tracking and sent to our authorized reseller who follows though until order completion.	*
34	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?	Continually drive the acceptable of the cooperative purchasing contracts. Kardex Remstar leads with the Sourcewell contract on all government projects. Training has been done both for our internal employees as well as our partners and authorized resellers as to the value of the contract and its easy of use.	*
35	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.	No not at this time. We have had very few requests for e-procurement opportunities.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Kardex Remstar along with our dedicated business partners Tennsco and Aurora Storage Products support our end user with on-site product and software training. Training is accomplished after the installation has been completed. Our team provides a complete 4 hour product training session and upon completion of the training the project is then signed offed and invoiced. Kardex Remstar does not invoice any Sourcewell project with out the completed sign-off assuring the end user is totally happy with the project. Support and training is also offered through through phone and web technology as requested or required. All Kardex Remstar installers are factory trained and certified through a rigorous training school fully trained on all aspects of installation and service of all equipment. All training and reseller support is provided through our corporate offices located in Westbrook, ME, Dickson, TN and Aurora, ILL. Training is standard on all automated units and is included as part of our value proposition. Standard items such as cabinets, work benches and shelving require little to no training as they typically come out of the box ready to use. If additional training requirements are required that are above our standard offering fees could apply.	*
37	Describe any technological advances that your proposed products or services offer.	Generally, the majority of products offered through Kardex Remstar's proposal are not technologically advanced and are standard storage related products commonly required in normal business operations. The exception is the Automated Vertical Storage Equipment. With space limitations becoming a larger factor in today's business environment. By taking storage vertically through automation three major advantages are recognized: • Space Savings – 80% of Floor Space Regained. Major cost savings in an environment that does not allow for additional growth through budget restrictions. • Ergonomics – All products delivered at a standing or sitting ergonomic position • Increased productivity – Product to man concept instead of man to product concept. Automated Vertical Storage Equipment when used in the right application is the most technologically advanced storage media on the market. Kardex Remstar is the leader in this technology with automation through document tracking and inventory control software incorporated into the equipment allowing you to maximize productivity while saving floor space.	*
38	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.	Kardex Remstar is proud to join the Leadership in Energy and Environmental Design (LEED™) Green Building Rating System. This voluntary, consensus-based national standard is the U.S. Green Building Council's program to provide guidelines for developing environmentally sustainable "green" buildings. LEED provides a complete framework for assessing building performance and sustainability goals. Using LEED guidelines, Kardex Remstar will aid commercial, governmental and institutional organizations in new construction and renovations. Kardex Remstar will provide LEED participants with technical clarifications, and will help streamline documentation requirements for LEED certification to help reduce the costs of documenting LEED credits while retaining the stringency and integrity of LEED standards. Kardex Remstar is committed to using LEED's design guidelines and third-party certification tool to improve occupant well being, environmental performance and the economic returns of buildings using established and innovative practices and technologies.	*
39	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.	Kardex Remstar is registered to ISO 9001 and 14001 standards and manufactures equipment that is 99% recyclable at Plant. Through its ISO 14001 standard Kardex Remstar Systems has established guidelines for implementing a series of practices and procedures that constitute an environmental management system. The company has set environmental performance objectives and targets that provide a systematic link to its commitment to prevent pollution, continually improve its environmental performance and fully comply with federal, state and local environmental regulations.	*
40	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.	Kardex Remstar is a large business and rely on our dealer network to fill in the socio-economics categories as we have a very diverse group of dealers that include women owned companies, Small Business, SB Veteran owned, Disabled Veteran Small Business.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Kardex Remstar is a leader in High Density Storage. Our unique offering covers everything required for members to optimize their space and storage through the simplest Industrial and office storage solutions such as storage cabinets, lockers, work benches, to fully automated high density storage systems integrated with inventory control software. Our product offering is one of the most comprehensive offerings in the industry, Automated Vertical Storage solutions are one of fasting growing technical product categorizes in the Industrial Storage market place with Kardex Remstar leading the way as a innovative, solutions driven company.	*

42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Kardex Remstar is dedicated to the Canadian Market and have been successfully supporting and serving all commercial and local government for the past 10 years through our local business resellers. We have sales and support coverage in the eastern and western metropolitan areas with Canada.	*

Table 9: 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 *	
43	Do your warranties cover all products, parts, and labor?	Kardex Remstar's warranties cover a full two year all parts and labor and include at no charge preventative maintenance every 6 months at 6, 12, and 18 months. PM's insure the equipment is 100% operational and allows us to do corrective action on the units prior to a mechanical problem occurring.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The following are not covered under the scope of the warranty: • The replacement of fuses. • The replacement of fluorescent bulbs. • Ancillary equipment supplied by others, or damage caused by such equipment. • The replacement of lost, damaged, or broken keys. • Routine adjustments (e.g., photocells, microswitches, reinitialization of controls, belt/chain tensioning). • Damage or intermittent failure caused by connection to incorrect power supplies. • Damage caused by improper storage of materials within equipment. • Removal of obstructions internal or external to the unit (e.g., conveyors, dropped ceilings, computer floors). • Repairs necessitated by abuse, negligent care, deliberate damage, accident, fire, flood, power supply surges, riots, war, or acts of God. • Consequential damages.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes all parts and labor, including travel time, meals and hotel stays are covered during the two year warranty.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	All territories in the United States, Canada and Mexico have factory trained and certified service teams.	*
47	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?	Kardex Remstar will honor our teaming partners warranty program. Service will be done by the teaming partner through Kardex Remstar for all products manufacturered by the original equipment manufacturer.	*
48	What are your proposed exchange and return programs and policies?	All products are designed specifically for the end users facility. Once the order is placed there are no cancellations. Kardex Remstar works with the end user prior to the placement of the order to validate the area the equipment is being installed and supported. Kardex Remstar has never had any requested for returns from any Government facility unless the problem was driven on the Governments end. All equipment is designed around the end users requirements and can not typically be resold do to specific heights, widths and depths of existing equipment.	*
49	Describe any service contract options for the items included in your proposal.	2 Year warranty - Included automatically at no charge. 3 year warranty - First two year included at no additional charge. dd-on for one additional year - $1500.00 4 Year Warranty - First two year included at no additional charge. Add-on for two additional years - $2800.00 5 Year Warranty - First two year included at no additional charge. Add-on for three additional years - $5500.00	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	1% net 10, net 30 days	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes we work directly with National Leasing Corp and incorporate their Sourcewell contract into all proposals that require leasing options.	*
52	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 Members' purchase orders.	1. The Sourcewell purchasing agency issues a purchase order (PO) made out to Kardex Remstar or our authorized reseller. All PO's must reference the Sourcewll Membership and Contract number. 2. Kardex Remstar's authorized reseller receives the PO from the customer. If the PO is sent directly to Kardex Remstar it will booked direct and forwarded to the local authorized reseller for processing. 3. Authorized resellers must send a copy of the end users PO with order. This is very important as Kardex Remstar is responsible for paying a rebate to Sourcewell. Any exemptions from sales tax should be noted on the PO. 4. After Kardex Remstar processes the order, the order acknowledgement will be sent directly to the authorized Kardex Remstar reseller, who in turns communicates the delivery and installation dates to the end user. Orders will receive a promised delivery date in accordance with published lead times unless a "do not ship before" date is noted on the PO. 5. When the product installation is completeed Kardex Remstar will invoice the authorized Kardex Remstar reseller or the end user directly depending on who received the order. 6. All orders placed under the Sourcewell contract, either as a direct order to Kardex Remstar or orders issued to a authorized Kardex Remstar reseller are captured in our SAP system and validated monthly through our order entry audit process. Monthly reports reflect all booked projects and are tracked throughout the year. These same reports are submitted quarterly with all rebates.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes we accept all major credit cards. 2.75% fee per transaction.	*

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 desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	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.	Kardex Remstar discounts based on product category and volume. Attached in the uploaded documents are all product categories with the applicable product and discount applied against the list price. Discount vary by product category and volume.	*

55	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.	All pricing is based on a manufacturer list price with the appropriate discounts applied by product category. • Automated Vertical Storage – o Lektriever – 39.25% o RS 350 Vertical Carousel – 39.25% o HD 500 Vertical Lift – 39.25% o Horizontal Carousel – 10% • Office Products - Order Value $0 - $50,000- 36% Order Value $50,001 and up - 40% • High Density Mobile - Order Value $0 - $50,000- 36% Order Value $50,001 and up - 40% • L & T Shelving and Drawers - Order Value $0 - $50,000- 36% Order Value $50,001 and up - 40% • Warehouse Shelving - Order Value $0 - $50,000- 36% Order Value $50,001 and up - 40% • Logic Shelving - Order Value $0 - $50,000- 36% Order Value $50,001 and up - 40% • Workbench and Shop Equipment - Order Value $0 - $50,000- 36% Order Value $50,001 and up - 40% • Technical Workstations - Order Value $0 - $50,000- 36% Order Value $50,001 and up - 40% • Lockers - Order Value $0 - $50,000- 36% Order Value $50,001 and up - 40% Freight: FOB Westbrook, ME, Dickson, TN and Aurora, Ill.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Kardex Remstar does not offer any rebates. Pricing models have already accounted for volume discounts. Kardex Remstar does pay a 2% administration fee that is not passed on to the end user.	*
57	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.	Many of the products being offered are easily installed by the customer but certain product categories require certified installation services which are charged by the Kardex Remstar installer. These install costs are quoted at the time of order and included on the purchase order as open market items. These costs cannot be defined as every project has unique specifications related to location, floor preparation, and installation of technical Automated Vertical Equipment. Examples of items included in installation would include labor, forklifts and dumpster. Other items may be required and the example by no means is inclusive of costs. These costs must be included to complete the project. Categories that will required installation are High Density Storage units, all shelving categories and Automated Vertical Storage Products. Other products may require installation at the customer’s request. All installation costs will be payable to authorized reseller selling the project and should be include on the purchase order to the authorized reseller.	*
58	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.	Freight is FOB Destination as our products, based on the size and volume can not absorb these costs based on the existing deep Government discounting. Each project is different and shipping costs can not be determined until solutions are defined and ship to location is determined, Kardex Remstar absorbs all costs for our technicians to perform free preventative maintenance inspections every 6 months over the life of our two warranty, Training is included at no additional fee and is absorbed by Kardex Remstar.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Freight is determined at the time of quote and included as an open market costs to the member. On our automated equipment freight is shipped by full truck load to prevent any damage to the sensitive electronics and sensitive parts. All cabinets, Mobile and Shelving is shipped less than truck load (LTL) and is costed on weight and volume. All shipping dates are actual customer delivery dates to the ship site.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Kardex Remstar uses a third party freight forwarded that is capable of shipping anywhere in the world. Kardex Remstar frequently ships to Canada, Mexico, Alaska, Hawaii and the Caribbean. All freight costs are negotiated annually with the forwarder to insure we are offering competitive freight costs.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Kardex Remstar ships by best method which can include truck, train or plane.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Kardex Remstar has designed our pricing to Sourcewell members around our GSA pricing schedule. The price offered to Sourewell membership is the same pricing as offered under our GSA schedule. As you know Kardex Remstar has to show our most favored customers and the discounts offered and discounts can not be better that what has been previously negotiated with the Federal Government and GSA.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
63	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 Members 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.	All orders are processed through our dedicated government sales team. All pricing is quoted through this team to insure accurate contract pricing. Orders are reviewed prior to submission to the factory for pricing and delivery accuracy. Sales acknowledgements are sent to the reseller who in turn provides the factory delivery date information to the end user. All orders are captured and tracked within our system and quarterly reports that are dedicated strictly to the Sourcewell contract are submitted on time quarterly with our administrative fees.	*
64	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.)	Kardex Remstar has operated under 2% administration fee payable on all contracted items and would prefer to keep the fee defined at 2%.	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Kardex Remstar tracks all sales opportunities for Sourcewell monthly. Each month a straight line goal is attached to individual territories and proposal counts as well as orders are tracked to determine our pipeline on opportunities as well as monthly sales. As an organization we strive for 4 x's the quota as our pipeline goal a tracked internally. Our success is measured off our pipeline as history has proven that if we can maintain 4 x's the quota in our pipeline than achieving the target quota is achievable. Kardex Remstar just implemented the use of Salesforce to track our external touches with the end user and help manage our resellers toward achieving their goals.	*
66	Describe how your products will help our members organize their inventory of products.	Kardex Remstar drives these three points in our ROI • Save Valuable Floor Space • Increase Productivity • Improve Worker Safety	*
67	Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.	Kardex Remstar carries repair and replacement parts for most models manufacturered by Kardex, Remstar and Kardex Remstar. All equipment can be easily modified with upgrade technology as released.	*
68	Identify any certification(s) that your business or products have attained or received that differentiate you in the industry.	Kardex Remstar Certifications ISO 9001 IOS 1401	*
69	Describe how you would assist our members to best utilize and maximize available space.	Our network of dealers are located in most major metropolitan areas throughout the United States and Canada. All of our dealers are prepared to offer FREE site assessments to help the end users determine their actual needs.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 70. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

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 Sourcewell 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 Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

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.”

- Financial Strength and Stability - Kardex_Short_Version_-_2018.pdf - Thursday January 02, 2020 18:16:01
- Marketing Plan/Samples - 2020 Kardex Remstar Documents.zip - Thursday January 09, 2020 14:01:20
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - KR_B3000_Warranty_H.pdf - Monday January 06, 2020 14:51:58
- Pricing - Product Pricing & Literature.zip - Tuesday January 07, 2020 22:05:21
- Additional Document - KR_B5068 Leeds_H.pdf - Monday January 06, 2020 14:52:24

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver 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.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ 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. - Daniel Mueller, Director of Government Services, Kardex Remsar LLC

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
RFP_010920_Industrial and Workplace Storage Systems with Related Accessories_Addendum_3 Tue December 17 2019 07:51 AM	☑	--
RFP_010920_Industrial and Workplace Storage Systems with Related Accessories_Addendum_2 Mon December 9 2019 03:57 PM	☑	--
RFP_010920_Industrial and Workplace Storage Systems with Related Accessories_Addendum_1 Storage Systems Mon November 18 2019 01:46 PM	☑	--

DocuSign Envelope ID: 7CD09739-C93E-4259-A001-3E456BEFE30E

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

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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to TimeClock Plus LLC for annual renewal of hardware support and maintenance services for TimeClock Plus timekeeping equipment. General fund.

Amount of Contract:

$17,938.46

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240130 TimeClock Agenda Package POs	Cover Memo	1/30/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/1/2024 - 2:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
4536	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF HARDWARE SUPPORT AND MAINTENANCE SERVICES FOR TIMECLOCK PLUS TIMEKEEPING EQUIPMENT (SOEL SOURCE)	$17,938.46	(295232) TIMECLOCK PLUS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00004536-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/24	295232	01/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER INVOICE #00322550. CUSTOMER #A194089-567964.			
001	Hardware Support & Maintenance 02/15/2024-02/14/2025 TIMECLOCK SYSTEM - PAYROLL	1.00 EACH	17938.46000	17938.46
1	1000.10.23.5000.5000.5000.0000.0000.42150.			17938.46

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 17938.46

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.		

Bill To	Requisition 00004536-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
TIMECLOCK PLUS LLC	MIT
1 TIME CLOCK DRIVE	651 CHURCH STREET
	MOBILE, AL 36602
SAN ANGELO, TX 76904	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#325-223-9500	Delivery Reference
Fax 325-223-9104	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/24	295232	01/25/24			INFORMATION TECHNOLOGY

Account	Amount	Remaining Budget
	17938.46	1491585.19
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	01/25/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	01/25/24	SCOTT KEARNEY	
Approved	01/25/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	01/30/24	DONALD ROSE	Approved by: 9105fola
Approved	01/30/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	01/30/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	01/30/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	01/30/24	JOHN PAINE	Auto approved by: 910516727
Approved	01/30/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Josh Woods, and Gina Gregory.

Purpose and Scope of Project:

Street Repairs

Amount of Contract:

$705,650.00

Funding Source

Project # C0864 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4851

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Street Repairs	Cover Memo	1/18/2024
Revised Resolution	Cover Memo	1/18/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/18/2024 - 1:19 PM
Capital	Rhodes, Brenda	Approved	1/18/2024 - 4:16 PM
Legal	Kern, Chris	Approved	2/1/2024 - 12:28 PM
Mayors Office	Montgomery, Brandi	Approved	2/1/2024 - 2:57 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 City of Mobile Annual Street Maintenance
COM Project: 2024-3005-06
PROJECT #: C0864 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Street Repairs

CONTRACT AMOUNT: $705,650.00

VENDOR NAME: Chris Brewer Contracting, Inc.

VENDOR NUMBER: 283379

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

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White **Date** 1/18/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C. J. Small, Ben Reynolds, Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, bids for street repairs for districts 1,2,3,4,5,6 and 7 were received and opened on December 20, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Chris Brewer Contracting, Inc., in the amount of $705,650.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Chris Brewer Contracting, Inc.

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

Name of Company: Chris Brewer Contracting, Inc.

Project Name: 2024 City of Mobile Annual Street Maintenance (D#1-7)

Project Number: 2024-3005-06

Amount: $705,650.00

Adopted:

_____

City Clerk



2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE

PROJECT NO. 2024-3005-06

BID DATE – DECEMBER 20, 2023

CONTENTS

Advertisement for Bids I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII

Articles of Agreement IX

Supplemental Specifications X

Task Order ..... Attachment A

Change Order ..... Attachment B

Contractor's Insurance Certification ..... Attachment C

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

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

Sign Details ..... Attachment F

Tax Exemption ..... Attachment G

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, December 20, 2023 and then publicly opened and read in the City Engineering Department, 3rd Floor, South Tower, Room 357 for constructing:

Project No:	2024-3005-06
Project:	2024 City of Mobile Annual Street Maintenance
Project Description:	Street Repairs

Contract documents may be inspected and obtained from the City of Mobile Engineering Department upon payment of ten dollars ($10.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on December 15, 2023.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on December 13, 2023 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2024 City of Mobile Annual Street Maintenance**, City of Mobile Project No. **2024-3005-06**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES NOVEMBER 26TH, DECEMBER 3RD AND 10TH 2023.

ITEM II

INSTRUCTIONS TO BIDDERS

1. TYPE OF PROPOSAL:

The services to be performed by CONTRACTOR under this Agreement shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Order"), attached hereto and incorporated herein by reference.

The OWNER reserves the right to issue an unlimited number of Task Orders each year pursuant to the Contract. Additionally, the Owner reserves the right to issue no Task Orders in any given year pursuant to the Contract.

UNIT PRICE BID – The Proposal for the work is to be submitted on a unit price basis. Unit price amounts shall be submitted on all items of work set forth in the Proposal. Estimates of quantities of each class of work to be performed are specified in the Proposal, and although stated with as much accuracy as possible, are approximate only, and are assumed solely for the basis of calculation upon which the award of contract shall be made. The BIDDER should not assume that he shall receive such quantity of work if awarded this contract. Payment to the CONTRACTOR will be made on the measurement of the work actually performed by the CONTRACTOR as specified in the Contract Documents.

2. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

3. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

4. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the

Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

5. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

6. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

7. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

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

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

10. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE**, City of Mobile Project No. **2024-3005-06**, in the City of Mobile, Alabama".

11. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's

responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

12. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

13. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

14. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

15. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

16. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

17. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

18. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

19. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

20. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

21. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of

workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

22. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

(c) Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

(d) Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

23. SCHEDULE OF CONSTRUCTION

(a) Once a Task Order has been approved, the CONTRACTOR will be given a Notice to Proceed by the CITY. Work will begin on each and every Task Order within ten (10) days of Notice to Proceed.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 12.20.23

The undersigned, as BIDDER, declares that he has carefully examined the Contract Documents for the construction of the Project, that he has satisfied himself as to the quantities involved, including materials and equipment, and types of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which are incorporated herein and made a part of this Proposal.

Project Name: 2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE
Project No: 2024-3005-06
Project Description: On-Call Street maintenance
Major work items include: Street repair

The Bidder further agrees to construct the improvements in accordance with the Task Order issued for the specified work.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on December 15, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/8/2024

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

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

PRODUCER
Palomar Insurance Corp.
Palomar Insurance Corporation
P.O. Box 240849
Montgomery AL 36124

CONTACT NAME: Allison Strouse
PHONE (A/C, No, Ext): 334-409-3146 FAX (A/C, No): 334-271-0499
E-MAIL ADDRESS: allisons@palomarins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AlaComp	
INSURER B : Midwest Employers Casualty Co.	23612
INSURER C : Pennsylvania National Mutual Casualty	14990
INSURER D : Penn National Security Insurance Co	32441
INSURER E : Colony Specialty Insurance Company	36927
INSURER F :	

INSURED CHRIBREWCON
Chris Brewer Contracting Inc.
PO Box 70211
Mobile AL 36607

COVERAGES **CERTIFICATE NUMBER:** 1811710930 **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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X 500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GY92014239	2/15/2023	2/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY X Hired Physic X Damage			AX92014239	2/15/2023	2/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HPD Deductible	$ 1,000,000 $ $ $ $ 500
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			UL92014239	2/15/2023	2/15/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		15491000 PEAL155000	1/1/2024 1/1/2024	1/1/2025 1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Leased/Rented Equip Cargo			IM2579530	2/15/2023	2/15/2024	Limit 250,000 Limit 50,000	Ded 2,500 Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2024 City of Mobile Annual Street Maintenance: COM Project No. 2024-3005-06

City of Mobile is included as an Additional Insured in respect to all policies except Workers Compensation and Professional Liability when applicable. Which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancelation, non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 40677

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

CHRIS BREWER CONTRACTING INC

MOBILE, AL 36607

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

D: DEMOLITION, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **November 30, 2024** when this Certificate expires.

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

27th day of **November, 2023**

201580

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

2024 City of Mobile Annual Street Maintenance

BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206C010	50	SY	REMOVING CONCRETE DRIVEWAY (INCLUDING SAW CUTTING)	Twenty Dollars and No Cents	$20.00	$1,000.00
206C020	20	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Twenty Dollars and No Cents	$20.00	$400.00
206D003	50	LF	REMOVING CONCRETE GUTTER/CURB (ALL TYPES)(INCLUDING SAW CUTTING)	Twenty Dollars and No Cents	$20.00	$1,000.00
210A000	50	CY	UNCLASSIFIED EXCAVATION (INCLUDING SAW CUTTING)	Twenty Five Dollars and No Cents	$25.00	$1,250.00
210D000	50	CY	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2 OR BETTER)	Thirty Five Dollars and No Cents	$35.00	$1,750.00
301A000	150	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Fifty Dollars and No Cents	$50.00	$7,500.00
408A00	3000	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	Twenty Seven Dollars and No Cents	$27.00	$81,000.00
429A002	1300	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING OR LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	Three Hundred Dollars and No Cents	$300.00	$390,000.00
450A000	30	SY	CONCRETE PAVEMENT, 6" THICK	Eighty Five Dollars and No Cents	$85.00	$2,550.00
618A000	100	SY	CONCRETE SIDEWALK AND ADA RAMPS 4" THICK (MATCH EXISTING)-INCLUDING EXCAVATION & SAW CUTTING	Seventy Five Dollars and No Cents	$75.00	$7,500.00
618B000	100	SY	CONCRETE DRIVEWAY (MATCH EXISTING)-INCLUDING REINFORCEMENT& SAW CUTTING	Ninety Five Dollars and No Cents	$95.00	$9,500.00
623A000	100	LF	CONCRETE GUTTER (INCLUDING SAW CUTTING)	Thirty Five Dollars and No Cents	$35.00	$3,500.00
623C000	100	LF	COMBINATION CURB AND GUTTER (INCLUDING SAW CUTTING)	Thirty Eight Dollars and No Cents	$38.00	$3,800.00
650A000	100	CY	TOPSOIL	Forty Dollars and No Cents	$40.00	$4,000.00
654A000	300	SY	SOLID SODDING (MATCH EXISTING)	Fifteen Dollars and No Cents	$15.00	$4,500.00
701A227	50	LF	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Twenty Dollars and No Cents	$20.00	$1,000.00
701A228	50	LF	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (4" WIDE)	Twenty Dollars and No Cents	$20.00	$1,000.00
701A230	50	LF	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Twenty Dollars and No Cents	$20.00	$1,000.00
701A239	50	LF	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Twenty Dollars and No Cents	$20.00	$1,000.00
701C000	500	LF	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	Twenty Dollars and No Cents	$20.00	$10,000.00
703A002	100	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	Twenty Five Dollars and No Cents	$25.00	$2,500.00
703D001	100	SF	TEMPORARY TRAFFIC CONTROL MARKINGS	Twenty Five Dollars and No Cents	$25.00	$2,500.00
730H000	500	LF	LOOP WIRE	Thirty Dollars and No Cents	$30.00	$15,000.00
740A1	8	DAY	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL 2-LANES 25-35 MPH	Two Thousand Five Hundred Dollars and No Cents	$2,500.00	$20,000.00
740A2	8	DAY	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL OVER 35 MPH	Three Thousand Three Hundred Dollars and No Cents	$3,300.00	$26,400.00

740A3	8	DAY	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL OVER 3 LANES	Five Thousand Dollars and No Cents	$5,000.00	$40,000.00

BASE BID (CONTINUED)

741C000	5	DAY	PORTABLE SEQUENTIAL ARROW CHEVRON SIGN UNIT	Five Hundred Dollars and No Cents	$500.00	$2,500.00
745A000	100	HOUR	UNIFORMED POLICE OFFICER	Thirty Five Dollars and No Cents	$35.00	$3,500.00
999X-000	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Ten Thousand Dollars and Zero Cents per LUMP SUM	$10,000.00	$10,000.00
			TOTAL BASE BID	Six Hundred Fifty Five Thousand Six Hundred Fifty Dollars and No Cents	**$655,650.00**	

ADDITIVE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
429A100	200	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (165 LBS/SY)	Two Hundred Fifty Dollars and No Cents	$250.00	$50,000.00
			TOTAL ADDITIVE BID	Fifty Thousand Dollars and No Cents	**$50,000.00**	

BID SUMMARY

	WRITTEN IN WORDS	NUMERICAL BID AMOUNT
TOTAL BASE BID	**Six Hundred Fifty Five Thousand Six Hundred Fifty Dollars and No Cents**	**$655,650.00**
TOTAL ADDITIVE BID	**Fifty Thousand Dollars and No Cents**	**$50,000.00**
TOTAL BASE BID + ADDITIVE BID	**Seven Hundred Five Thousand Six Hundred Fifty Dollars and No Cents**	**$705,650.00**

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE MOBILIZATION, ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

Base Bid BASE BID + BID ALT

Total (All items listed in Proposal) $655,650.00 $705,650.00

BASE BID Written in words Six Hundred Fifty Five Thousand Six Hundred Fifty & 00/100

BASE BID + BID ALT Seven Hundred Five Thousand Six Hundred Fifty & 00/100

Number of working days to complete will be specified in each individual task order.

Signature of Bidder C.S. Brewer
(If a firm or individual)

Address of Bidder P.O. Box 70211

Mobile, AL. 36607

By C.S. Brewer

Signature of Bidder C.S. Brewer
(If a Corporation)

By C.S. Brewer
President

C.S. Brewer
Print

Secretary

Print

Treasurer

Print

Business Address P.O. Box 70211 Mobile, AL. 36607

Business Address

Business Address

(Corporate Seal)

ATTEST:
Secretary

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

406777
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Chris Brewer Contracting, Inc.
(Name of Contractor)
PO Box 70211 Mobile, AL 36607
(Address)
as Principal, and Granite Re, Inc.
(Name of Surety)
14001 Quailbrook Drive Oklahoma City, OK 73134
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE, City of Mobile Project No. *2024-3005-06.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered December 20, 2023 (Date)

Chris Brewer Contracting, Inc. (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

_____ Granite Re, Inc. (Name of Surety)

COUNTERSIGNED: Francis Ware AI#0453430

Alabama Resident Agent By Francis Ware
Attorney-in-Fact & AL Resident Agent

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

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

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.

Kyle P. McDonald, Assistant Secretary

GR0800-1

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Chris Brewer Contracting, Inc P.O. Box 70211 Mobile, Al. 36607 as Principal and Granite Re, Inc 14001 Quailbrook Drive Oklahoma City, OK 73134 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Seven Hundred Five Thousand Six Hundred Fifty Dollars and No Cents Dollars ($ 705,650.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated January 4, 20 24 (hereinafter called the Contract) for City of Mobile Annual Street Maintenance Project No.: 2024-3005-06 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED this 4th day of January 2024.

Individual Principals sign here

_____ (SEAL)

_____ (Print)

_____ (SEAL)

_____ (Print)

_____ (SEAL)

_____ (Print)

In the presence of:

_____

_____

(Corporate Name) Chris Brewer Contracting, Inc.

BY: _____
(Signature)

C.S. Brewer
(Print)

ITS: President
(Title)

ATTEST:

Heather Darby
(Signature)

Heather Darby (Print)

ITS: Bookkeeper

Granite Re, Inc.
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Francis Ware
(Print)

ITS: Attorney-in-Fact
(Title)

ATTEST:

Susanna Bader
(Signature)

Susanna Bader (Print)

ITS: Account Manager

Corporate Seal

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 4th day of January, 2024.

Kyle P. McDonald, Assistant Secretary

GR0800-1

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Chris Brewer Contracting, Inc
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Granite Re, Inc 14001 Quailbrook Drive Oklahoma City, OK 73134
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Seven Hundred Five Thousand Six Hundred Fifty Dollars dollars ($705,650.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated January 4, 2024 entered into a Contract with the Owner for City of Mobile Annual Maintenance Project No:2024-3005-06 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this 4th day of January 20 24 .

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name) Chris Brewer Contracting, Inc.

BY: _____
(Signature)

ATTEST:
Heather Darby
(Signature)

C.S. Brewer
(Print)

Heather Darby (Print)

ITS: President
(Title)

ITS: Bookkeeper
(Title)

(Surety sign here) (Corporate name)
Granite Re, Inc.

BY: Francis Ware
(Signature)

Francis Ware
(Print)

ATTEST:
Susanna Bader
(Signature)

ITS: Attorney-in-Fact
(Title)

Susanna Bader (Print)

ITS: Account Manager
(Title)

Corporate Seal

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 4th day of January, 2024.

Kyle P. McDonald, Assistant Secretary

GR0800-1

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

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

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

1. Workers' Compensation/Employer's Liability:

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

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

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

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

2. Comprehensive General Liability Insurance:

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

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

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

b. Limit of Liability: $2.000.000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

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

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

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

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

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

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

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

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

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

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

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

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

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

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

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

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

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

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

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

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

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

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

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

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

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

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.

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

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

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

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in

place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

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

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

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

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

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

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

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

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

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each

invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

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

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 4th day of January, 20 24, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and CHRIS BREWER CONTRACTING, INC. party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE
Project No: 2024-3005-06
Project Description: Street Resurfacing and related work
Major work items include: Resurfacing

City of Mobile Project Number **2024-3005-06**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 705,650.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, standard specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions

thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **CITY ENGINEER.**

AUTHORITY OF THE CITY ENGINEER:

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

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

DUTIES OF THE CONTRACTOR:

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

ARBITRATOR:

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

STANDARD SPECIFICATIONS:

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

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

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

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

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

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

INSPECTION:

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

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

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

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

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

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

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

RESPONSIBILITY FOR ACCIDENTS:

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

WORK TO BE PROSECUTED AS DIRECTED:

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

GENERAL COMPLIANCE WITH LAWS:

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

SUSPENSION OF WORK:

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

DELAYS:

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

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

TASKORDERS:

(22) The amount of work to be performed pursuant to the Contract will be more specifically identified in Task Orders to be issued by the City. Each Task Order will include various line items of work as described herein. Each Task Order may include additional instructions regarding the work requested thereunder. Each Task Order shall be considered part of the Contract Documents and shall be incorporated herein upon issuance of the Task Order by the City. The Contractor will be given a Notice to Proceed for each Task Order issued. No amount of work is guaranteed to be issued through Task Orders.

Each Task Order shall contain an identification of the project ("Project"), description of the work to be completed, compensation to be paid to CONTRACTOR for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

Once a Task Order has been approved, the CONTRACTOR will be given a Notice to Proceed.

COMMENCEMENT AND COMPLETION:

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

TERM:

(24) The term of the Contract shall be one year from the effective date of execution of the Contract. This agreement may be terminated pursuant to this Agreement. Nothing in this agreement grants exclusive rights to the CONTRACTOR to perform the type of work described in the Contract Documents for the City. This contract may be renewed, under the existing terms, conditions, and unit prices, at the discretion of the CITY ENGINEER, and by written agreement with the CONTRACTOR, contingent upon the obligation of additional funds for similar work, for one or two additional one year periods.

In the event of the expiration or partial termination of this Agreement, CONTRACTOR shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further

amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

If the City deems necessary to complete the project, an extension of time may be granted by a change order as shown in Attachment B.

ESTIMATE:

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

FINAL ESTIMATE:

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

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

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

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

CHANGE ORDERS:

(27) City may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by CONTRACTOR have been affected by such change properly approved, Contractor's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

E-VERIFY:

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

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

SOURCE OF FUNDS FOR PAYMENT:

(29) The source of funds for payment by City under this contract is C0864. Said funds are / are not on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

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

E-BUILDER:

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

TERMINATION:

(34) City may terminate all or part of this Agreement for City's convenience by providing thirty (30) days written notice to CONTRACTOR. In such event, CONTRACTOR will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

NOTICE:

(35) Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY
City Engineering
City of Mobile
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

Attn: John Forrester, P.E.,

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

SURVIVAL OF CONTRACT TERMINATION:

(36) The Articles relating to Indemnification, Data Rights, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

MISCELLANEOUS:

Governing Law: The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

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.

Binding Effect: The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Parties in Interest: Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Amendment and Waiver: This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

Venue, Jurisdiction and Process: The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

Preparation of Agreement: All provisions of this Agreement have been subject to full and careful review by and negotiation between CONTRACTOR and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

Entire Agreement: This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

SIGNATURE: L.S.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____

_____(Print)

_____(Print)

CHRIS BREWER CONTRACTING, INC

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: C.S. Brewer

ITS PRESIDENT

C.S. BREWER (Print)

ATTEST:

Heather Darby

ITS SECRETARY

Heather Darby (Print)

1/4/2024

DATE

Corporate Seal

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that C. S. Brewer, whose name is signed to the foregoing instrument in the capacity of President of Chris Brewer Contracting, Inc. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 16 day of January, 2024.

NOTARY PUBLIC My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC

BRANDI JACKSON
My Commission Expires
March 16, 2025

ITEM X
SUPPLEMENTAL SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION, STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

6. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

429.A277.01

Description
This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials
Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment
Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

7. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

618.D.01

Description
This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials
Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment
Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

8. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:*

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal. Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

9. ITEM 623-B125 *HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):*

623.B125.1

Description
This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment
Payment will be based on the respective unit bid price and shalt be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

10. ITEM 623-B126 *REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):*

623.B126.1

Description
This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

11. ITEM 623-B127 *REMOVAL AND REINSTALLATION OF SLATE TILES*:

623.B127.1

Description
This section shall include the work of removing, stockpiling, reinstalling of slate tiles.

623.B127.2

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, grouting, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

12. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A *SOLID SODDING*:

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 659-A EROSION CONTROL NETTING

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.
740 A.2

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

740 A.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT "A"

TASK ORDER

TASK ORDER NUMBER:_____

Contract No. _____
Project No. _____

This Task Order is made this the ___ day of _____, 20__, by and between The City of Mobile ("City") and _____ ("Contractor") pursuant to the terms and conditions set forth in the Contract executed between the parties on the ___ day of _____, 20__, ("Agreement"), which incorporated this Task Order by reference.

1. The Engineer Project Number for this Task Order is _____. The Engineering Project Number shall be referenced in each invoice/estimate submitted by Contractor to City under this Task Order.

2. The work to be performed by Contractor, the Project Schedule, Deliverables, and the Compensation to be paid to Contractor for the performance of the work described under this Task Order is set forth in the executed Contract/Agreement that has been accepted by the City and incorporated herein by reference. A Scope of Services checklist and/or project plans may be included with this task if required.

3. The number of working days to complete this task order will be _____.

CITY	CONTRACTOR
_____	_____
Signature	Signature (SEAL)
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____
Date_____	Date_____

ATTACHMENT "B"

CHANGE ORDER

CHANGE ORDER

Contract No. _____
Project No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Contract dated _____, 20__ ("Agreement") between the City of Mobile ("City") and _____ ("Contractor"), this Change Order modifies the Agreement as follows:

1. Change in Services: _____
_____
_____
_____
_____.

2. Change in time of Performance (attach schedule if appropriate):_____
_____.

3. Change in Engineer's Compensation:_____
_____.

All other terms and conditions remain unchanged.

CITY	CONTRACTOR
_____	_____ (SEAL)
Signature	Signature
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____
Date	Date

ATTACHMENT "C"

CONTRACTORS INSURANCE CERTIFICATES

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG $
	OTHER						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE $
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE $
	DED / RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N					PER STATUTE / OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $

SAMPLE

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

Project Name:
Project Number: 22GR-0006-4

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

ATTACHMENT "D"

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

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print) Chris Brewer	Title President
Signature 	Date January 12, 2024
Department of Homeland Security - Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify Information relating to your Company:	
Company Name:	Chris Brewer Contracting Inc
Company Facility Address:	3025 Dial Street Whistler AL 36612-1751
Company Alternate Address:	
County or Parish:	Mobile

Employer Identification Number:	20-2329945 e-verify company id 498926
North American Industry Classification Systems Code:	237
Parent Company:	
Number of Employees:	25
Number of Sites Verified or:	1

Are you verifying for more than one site? No
If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Chris Brewer
Telephone Number:	251-456-7200
Fax Number:	251-456-7271
E-mail Address:	accounting@chrisbrewercontracting.com

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2024-3005-06 Current Date 1 /5 /24

Project Description City of Mobile Annual Street Maintenance

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 an annual maintenance contract for repair services that will be executed by task order only. The tasks are specialized and small enough to not warrant the use of sub-contractors.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 1/5/2024 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) Supplier Diversity Mgr. (Title) 1/11/2024 (Date)

Approved By (CAO)

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Accessqueries@cityofmobile.org
251.208.7567
205 Government Street, 3rd Floor

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

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**. Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: [illegible]
251.208.7907
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

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

Name: _____ Title: _____

Email: _____ Phone: _____

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ( )	NO ( )	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMOBE/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 that 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 a 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.

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archie.parker@cityofmobile.org
251.208.7907
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____ Your Bid/Proposal Amount $_____ Date:

___/___/_____ Description_____

Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Office Verification Only

CITY OF MOBILE
Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd2@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: Chris Brewer Contracting, Inc.	Certified DBE: YES (NO)	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT	FINAL _____
FEB	MAY	AUG	NOV	
MARCH	JUNE	SEPT	DEC	

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

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

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

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

PRINT NAME: C.S. Brewer

SIGNATURE: C.S. Brewer PRESIDENT 12/20/23
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of Chris Brewer Contracting Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Chris Brewer Contracting Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Chris Brewer Contracting Inc is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 498926.

C.S.

CEO of Chris Brewer Contracting, Inc.

Sworn to and subscribed before me this the 4th day of January, 2024

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

Randall Hurd Carter
Signature and Seal of Notary Public

RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/19/25

ATTACHMENT "E"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2024-3005-06
2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2024-3005-06
2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor: _____

_____

By: _____

Title: _____

Subscribed and sworn to before me this

_____day of _____, 20___.

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year from final payment receipt by Contractor.

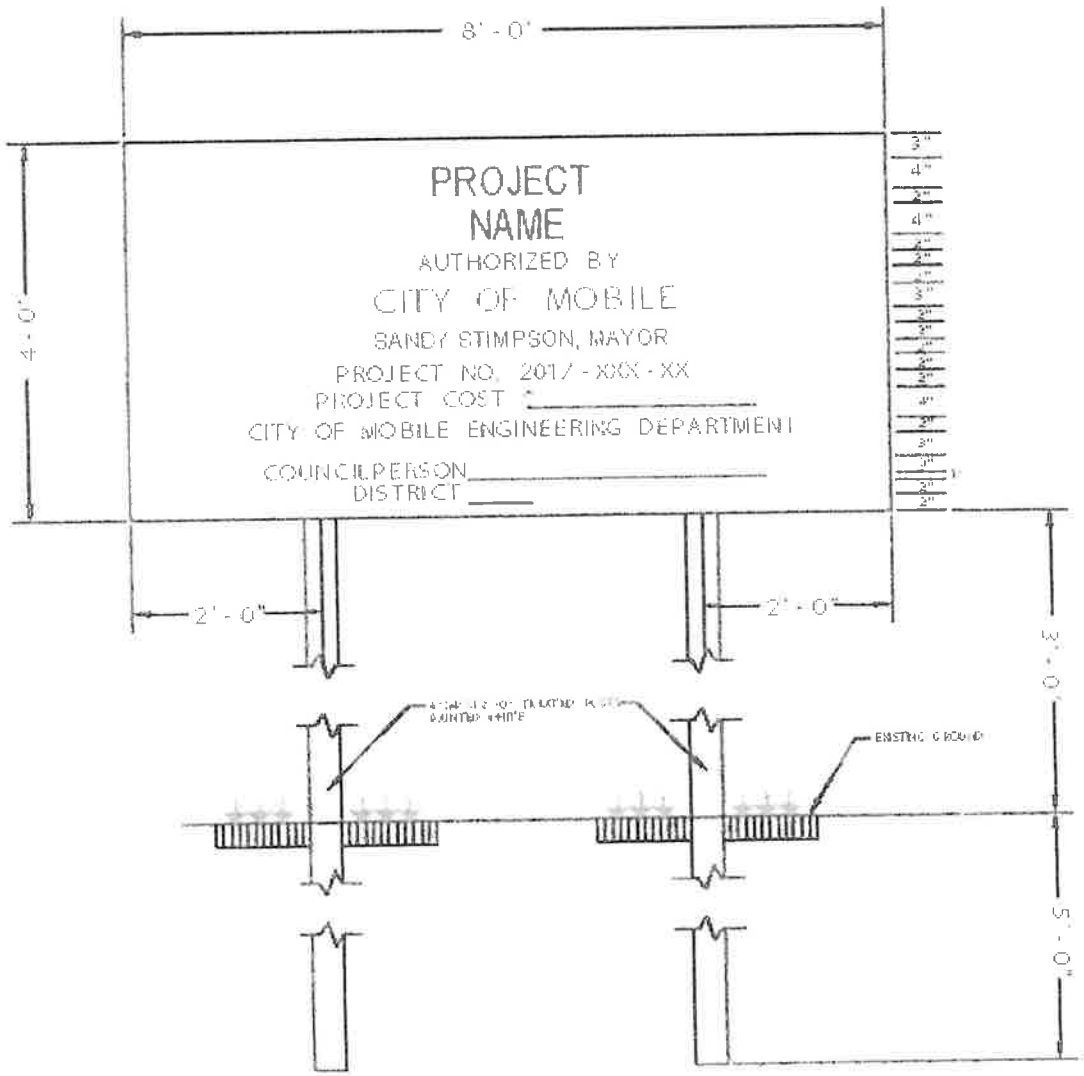
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year from final payment receipt by Contractor.

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

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

ATTACHMENT "F"

SIGN DETAILS



PROJECT SIGN DETAIL

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

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

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

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

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1. Code of Alabama. 1975. as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 12/20/23

Name of Project: 2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE
Project Number: 2024-3005-06

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 29,147.88
ADDITIVE ALTERNATE #1:	$ 4,500.00

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

Legal Name of Bidder CHRIS BREWER CONTRACTING, INC.
Mailing Address P.O. Box 70211 Mobile, AL. 36607
***By (Legal Signature)** C.S. Brewer
*Name (type or print) C.S. BREWER (Seal)
*Title PRESIDENT
Telephone Number (251) 456-7270

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C. J. Small, Ben Reynolds, Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, bids for street repairs for districts 1,2,3,4,5,6 and 7 were received and opened on December 20, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Chris Brewer Contracting, Inc., in the amount of $705,650.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Chris Brewer Contracting, Inc.

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

Name of Company: Chris Brewer Contracting, Inc.

Project Name: City Wide Small Asphalt Repairs (2024 City of Mobile Annual Street Maintenance (D#1-7)

Project Number: 2024-3005-06

Amount: $705,650.00

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:
Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:
Mayor Stimpson and Councilmember Carroll

Purpose and Scope of Project:
Grant Funded GOMESA project

Design effected by southern coffer cell and change of original scope, marine and land bid packages, HDR design review for Alabama DOT Tunnel guidelines and scope assessment, and construction administration.

Amount of Contract:
$282,282.00 (Additional Amount)

Funding Source

Project # Mobile Riverfront Redevelopment Project PR-029-22	**Discretionary Funds**
Project String G-Gomesa Mobile Riverfront Redevelopment Project (20002000 - 42200)	**Contract Number:**3890
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-029-22_Cooper Riverside_routing package	Cover Memo	1/30/2024
Updated resolution	Cover Memo	2/2/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural			1/30/2024 - 2:07

Engineering	Boatwright, Cassie	Approved	PM
Accounting	Threadgill, Randy	Approved	1/31/2024 - 9:32 AM
Legal	Kern, Chris	Approved	1/31/2024 - 11:09 AM
Legal	Kern, Chris	Approved	1/31/2024 - 11:10 AM
Mayors Office	Montgomery, Brandi	Approved	2/1/2024 - 2:57 PM

RESOLUTION- AMENDMENT

2024

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

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of $282,282.00 wil be added to the original contract. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Moffatt & Nichol, Inc.
Project Name:	Mobile Riverfront Redevelopment Project
Project Number:	PR-029-22
Amount:	$282,282.00

Adopted:

_____
City Clerk

AMENDMENT to AGREEMENT BETWEEN CITY OF MOBILE AS OWNER AND THE MOFFATT & NICHOL, INC. AS CONSULTANT FOR STIPULATED SUM

This Amendment to Agreement is entered into as of the ____ day of _____, 2024, between the City of Mobile as Owner and Moffatt & Nichol, Inc. as Consultant.

WHEREAS, the City of Mobile ("Owner") and Moffatt & Nichol, Inc.("Consultant") entered into an Agreement for professional design services at Mobile Riverfront Redevelopment Project, PR-029-22, dated April 29, 2022 (hereinafter referred to as "Agreement");

WHEREAS, the Owner and Consultant wish to amend the Agreement to provide Additional Design Services pursuant to the proposal dated January 4, 2024, attached hereto and as is hereafter more particularly set forth;

NOW, THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Design Scope Effected by Southern Coffer Cell and Change of Original Scope: South Cell Design Alternatives Analysis, Second Dive Inspection to investigate south coffer cell, Additional Survey Efforts Geotechnical investigation of Southern Coffer Cell - $84,100.00
2. Marine & Land Packages, Owner Performed Work Plan, Client Material Procurement Package and Value Engineering - $120,000.00
3. HDR design review for Alabama DOT Tunnel Guidelines and Scope assessment, M&N development of TPR Scope of work - $29,393.00
4. Construction Administration - $48,789.00

5. In Article 11.1, the original Agreement sum shall be increased by the sum of Two Hundred Eighty-Two Thousand Two Hundred Eighty-Two and 00/100 Dollars ($282,282.00).

6. Additional Design Services shall further add an additional Zero (0) days to Section 3.1.1 of the Agreement.

7. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

8. Owner and Consultant each represent and warrant to the other that it has full authority to enter into and perform this Amendment. The persons signing this Amendment on behalf of Owner and Consultant respectively represent and warrant that he or she has the full and complete authority to bind Owner and Consultant, as the case may be, to this Amendment.

9. This Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by its officer thereunto duly authorized as of the date first above written.

OWNER: CITY OF MOBILE

By: _____
William S. Stimpson
Its: Mayor

CONSULTANT: MOFFATT & NICHOL, INC.

By: _____
Eldon C. Blancher II, Ph.D. B.C.E.S.
Its: Supervisory Coastal Scientist

ATTEST: _____
City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Eldon C. Blancher II, Ph.D. , whose name as Supervisory Coastal Scientist of Moffatt & Nichol, Inc., is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 29 day of January, 2024.

Commission Expires:

QUINTAVIA SMITH
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires Feb. 14, 2026

moffatt & nichol

11 N. Water Street, Suite 20220 | Mobile, AL, 36602
251.378.9006 | **M** 251.422.7192

January 4, 2024

City of Mobile
205 Government Street
Mobile, AL 36602

Attn: James A. DeLapp
Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment
Project No. 10961-04/05

Dear James DeLapp:

Thank you for the opportunity to provide this fee proposal to support the City of Mobile with the Mobile Riverfront Redevelopment project. We have included our understanding of the project, our proposed scope of services, and an estimate of fees.

Project Background

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the Mobile Riverfront, can now be realized with the allocation of GOMESA funding for 2022 ($8M). This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and complements completed and on-going efforts such as the Water Street improvements, Cooper Riverside Park updates, Hall of Fame Statue Plaza, and Strategic Riverside Events.

Throughout 2021, Moffatt & Nichol worked with the City of Mobile (the "City") to develop a conceptual plan for the Mobile Riverfront Development. Once the GOMESA funding amount was established, M&N worked with the City and developed a scoping document defining the City's priorities, highlighting the preferred project elements from the conceptual plan that are recommended for advancement using the available GOMESA funding. The report defined the scope for each of the preferred project elements and was intended to assist in the unveiling of the Mobile Riverfront Concept Master Plan to be achieved with GOMESA funding and other opportunities.

The GOMESA funding would support the engineering & design and construction of the Mobile Riverfront. The purpose of this proposal is to further define the tasks needed to advance the preferred project scope though the investigation, design, and permitting phase. Support through the bid process and construction administration is also included.

Proposed Scope of Services

Task 1 – Design Scope Effected by Southern Coffer Cell and Change of Original Scope

At the time when M&N submitted the engineering and design proposal for the Cooper Riverfront Park, April 2022, it was believed that the southern coffer cell was of typical cell construction, about 40-50 overall height, above and below the mudline, filled with sand. It was understood that the immediately adjacent Wallace Tunnel would restrict pile driving to occur inside the cell to avoid any contact with the tunnel. During the 30% design, which was submitted to the City in January 2023, no information to the contrary was made available and the only drawings unearthed and supplied by the City or ALDOT to M&N were for 1995 repairs to the existing wharf and aesthetic improvements to the tops of the north and south coffer cells. These drawings provided no design or construction methodology information regarding the coffer cells aside from the now existing topping. The 30% design intent was to construct a new bulkhead wall inside the south cell with lateral support system either behind the cell footprint, or by piles driven inside the footprint which extend diagonally down below the bottom of the cell.

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M&N progressed the south coffer cell bulkhead design calculations following this concept, completing these design calculations in April 2023. However, during advanced stages of these designs, the City provided M&N with partial drawings from the 2002 construction of the adjacent Museum Wharf & Bulkhead, which showed that there was a buried plumb pile-supported concrete platform built above a significant portion of the south cell footprint, preventing the proposed the construction of lateral support for the proposed new wall. Additionally, during this advanced design stage in April, ALDOT provided M&N with drawing from the 1973 construction of the adjacent Wallace tunnel showing that the coffer cells had been intended as temporary support of excavation for the tunnel, although left in place after construction. With an overall height of at least 100ft, they blocked diagonal pile driving inside the cell.

The resultant design efforts as a result of this additional design and construction documents, expanded the limits of disturbance, excavation, and landscaping restoration as an unobstructed location for the bulkhead's lateral support system was sought. This pushed the limits of work outside the footprint of the initial site survey at the beginning of design and required a follow-up geotechnical investigation survey at the south cell in May 2023.

The 2002 Museum Wharf & Bulkhead as-built drawings provided by the City, suggested that a new bulkhead had been connected to, and contiguous with, the south coffer cell, to which it was intended that the new M&N new bulkhead design would connect to. However, the partial drawings contained no additional design or construction information. There it was required for M&N to perform an additional underwater condition and structural inspection in April 2023 to examine the details of the connection point and take additional mudline soundings in order to accommodate a potential need for a the new bulkhead would have to move outside the cell. The underwater inspection found that that the 2002 construction had not only neglected to actually connect to the new bulkhead to the cell, but there was a gap between the two structures. Additionally, of critical design significance, the inspection found that the cell contained large stones behind the corroded holes in its sheet piles, rather than the anticipated sand, which would obstruct the installation of a new bulkhead inside. This lead M&N to engage their project geotechnical subconsultant to perform a field investigation in May 2023 to drill through the upper 5-10 feet of the cell's topping to sample the fill material. However, only sand fill was encountered at this shallow depth.

As a result of this new understanding of design construction methodology and the short-falls in structural continuity, M&N revised the bulkhead design to utilize specialty drilled piling types which could penetrate the rock infill and stand with a lateral support system. However, after initial cost estimating for these required alternatives and consultation with local contractors, it was determined that proposed alternatives required to address and accommodate revised connectivity needs, would require greater than 50% of the available for construction budget. As a result, M&NB engaged Senior M&N Design expertise in an internal Independent Technical Review (ITR) to develop constructable and cost-effective design solutions in May 2023. The recommended solution was to replace the design alternative of a new sheet pile wall with a stone rip-rap revetment waterside of the cell. This concept was presented to ALDOT a few days later with concurrence of an acceptable approach. However, full acceptance and for ALDOT to sign off on this approach, would require a detailed engineering third party review, due to lack of availability of ALDOT in-house expertise. (see task 3 below)

All of the additional concept redesigns, additional field investigations, surveying, cost estimating for iterative design alternatives, internal technical review (ITR), and HDR design reviews (Task 3 below) are all out of scope from the existing design contact but were essential due to the increasing complexity of design as new information was uncovered during final design stages of the project. The proposed cost for these efforts are listed below.

South Cell Design Alternatives Analysis	$30,666.00
Second Dive Inspection to investigate south coffer cell	$40,809.00.
Additional Survey Efforts	$ 6,000.00

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Geotechnical investigation of Southern Coffer Cell (Cores in South Coffer Cell)	$ 6,625.00
Total cost for these efforts	**$84,100.00**

Task 2 - Splitting of Marine & Land Packages, Owner Performed Work Plan, Client Material Procurement Package and Value Engineering

Due to the significant change in the project scope from design repairs of the bulkhead (as was inferred from the City provided inspection report, dated 08/30/2019 to emergency replacement of the bulkhead t, it was evident that the park design advanced at an schedule that was not complementary to the emergency replacement needs. As such, this triggered following items that were out of scope from the original scope of work for which M&N was under contract for:

- Park retrofit was not part of the original contracted scope and M&N had to additional perform scoping activities for the planning, engineering design and permitting of the of a the park upgrades.
- The complexity of the coordination of the bulkhead replacement, Southern Coffer Cell repair and their interaction with park upgrades resulted in additional focused client coordination, site visits and re-scoping., and redesigns.
- Significant redesign of project components of originally proposed alternatives in order to accommodate the proposed upgrades within available for construction budgets.
- As per the direction from the City, the final design riverfront package for the entire project had to be split into two separate Issue for Bid (IFB) packages (Upland Park and Marine Structural) resulting in additional effort to separate and package drawings, technical specifications, contract documents, and cost estimates for both IFB packages.
- As a part of Value Engineering (VE) efforts in order to address available for construction budget limitations, M&N has enable significant construction cost savings, but necessitated additional re-design efforts of the following elements::
    - Salvage of existing site materials. This required additional site analysis, lay-down yard coordination, pre-construction and demolition coordination and staging.
- M&N is also actively coordinating with the city in material procurement process, material storage, logistics for laydown yard and created a separate bid package for RFQ.

Creating separate construction packages for Marine, Park, and Demolition Plan/Owner Performed Work is estimated to to save 20% of construction budget but also resulted in addition effort to split a final IFB set, extensive coordination between packages to have all the required information in both IFB sets, additional phasing drawings, details, notes and coordination.

These additional tasks are out of scope from the existing design contract but were required to execute the project effectively and efficiently with budget restrictions**.**

The proposed cost for these efforts is $120,000.

Task 3 – HDR design review for Alabama DOT Tunnel Guidelines and Scope assessment

As a part of Mobile Riverfront Redevelopment Project and per ALDOT's direction on June 2, 2023, to Moffatt & Nichol (M&N), the Engineer of Record for the new marine structures, M&N was requested to engage HDR to support a Permit Review process for construction of marine structures near existing ALDOT tunnels. In order to expedite this Third Party Review, in June 2023 on behalf of ALDOT and ALDOT preferred on-call contractor (HDR), M&N took the unusual initiative to develop a draft scope of work for their review and comment. This scope of work required a Third Party Review of the proposed design solution for the Southern Coffer Cell and Riverfront Park Bulkhead replacement, required by ALDOT due to the proximity of the Wallace Tunnel. The review findings were provided to M&N by cover of a technical memorandum at the beginning of August 2023 that accepted M&N's design concepts with minor changes to the construction monitoring requirements for the existing structures. The HDR scope of work to provide Permit Review and Approval Recommendations to ALDOT to support them in issuing a Permit Approval is as follows:

- Impacts of proposed marine work on existing ALDOT tunnel structures and operation.

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- Design limitations including surcharge loads and proposed deep foundation locations.
- Required limitations to marine construction means and methods.
- Instrumentation and vibration monitoring specifications to confirm design assumptions.

HDR provided M&N with ALDOT Guidelines on Permit Review and Approval Criteria to M&N to support them in the City's efforts in obtaining a Permit Approval and fatal flaw analysis of the design methods.

HDR Third Party Review	$19,393.00.
M&N development of TPR Scope of work	$10,000.00
Total cost for these efforts	**$29,393.00**

Task 4 – Southern Coffer Cell Conflict Resolution During Active Bidding Process and Construction Administration (As-Needed)

During active bidding of the Marine Structural Package, it was required to perform further conflict resolution of the Cathodic Protection Project Elements of the Museum Bulkhead in order to avoid potential damages to the cathodic protection during construction of the Southern Coffer Cell and propose potential solutions accordingly.

During this process, M&N assisted City of Mobile in bid support and contract negotiation to develop an optimum path forward for this conflict resolution without providing additional significant construction schedule impacts. As part of these additional and out of scope items, the following services were provided under this task:

- Invitation to Bidders, RFI support and contractor coordination.
- An additional Pre-bid Conferences (two in total) and additional City Coordination
- Review RFI's during bid and issue addendums, per contractor RFIs.
- An additional Bid Openings (two in total) were conducted.
- Bid review and Award Recommendation.
- Project Scope Meeting with the Low Bidder and City Engineer.

M&N will provide technical support on an As-Needed basis to the Client and Contractor during the construction process in response to Contractor RFIs, field change orders and design response impacts to project design as outlined in the following scope of work. It is our intent to provide additional expert design support to the City, Construction Manager, Contractor and other project partners on an As-Needed basis when the City's in-house resource technical or bandwidth capacity is exceeded. Support will include (but not limited to) coordination with the construction contractor and client.

- Preconstruction conferences for key project elements (As Needed)
- Monthly Construction Progress Meetings with Client, Contractor, and Engineer (Scheduled)
- Receive, review, and determine acceptability of contractor submittals, shop drawings and RFI's. (As Needed)
- Submit to City of Mobile contractor's defective work (NCR's), as necessary. (As Needed)
- Receive, review and initiate change orders and work directives as necessary to complete the work. (As Needed)
- Responses to building department review questions. **(As Needed)**
- Responses to ALDOT review questions and vibration Monitoring updates.
- Conduct site visits as required to ensure design and ALDOT compliance (As scheduled)
- Conduct "Substantial Completion" inspection and provide punch list to City of Mobile for review. (As Scheduled)
- Conduct final inspection and provide City of Mobile with notice of acceptability of the work.(As scheduled)

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This level of effort estimate is based on the above assumptions and on the assumed construction of the project as awarded. If there are any significant changes in project implementation, project features, field design changes, the project team will coordinate with the City immediately regarding changes to resource allocation

Total cost for this task is $48,789.00.

Compensation and Schedule

The level of effort expended to-date by M&N in order to keep the project moving forward is document below. This is effort expended above and beyond originally scope of work and level of effort for which M&N was under contract for.

Tasks	Amend. No. 1
Task -1 Design Scope Effected by Southern Coffer Cell and change of original scope	$ 84,100.00
Task -2 Splitting of Marine & land packages and value engineering	$120,000.00
Task -3 HDR design review for Alabama DOTD Tunnel Guidelines and Scope assessment	$ 29,393.00
Task -4 Construction Administration	$ 48,789.00
Total Amendment	**$282,282.00**

Our fees will accrue on a time and material basis not to exceed the total allocated. Sai Kiran Duvvuri, M.S., PE will be the project manager representing the Moffatt & Nichol Mobile Office. Man-hour and fee derivations are attached.

Our approach to this proposal is based on our understanding of the City's needs and the goals of this project as outlined in our report. If further refinement is required, please don't hesitate to reach out.
Thanks for your time and consideration.

Sincerely,



Eldon C. (Don) Blancher, Ph.D. B.C.E.S.

MOFFATT & NICHOL

21-503 **2022**

RESOLUTION

2022

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:	MOFFATT & NICHOL, INC.
Project Name:	MOBILE RIVERFRONT REDEVELOPMENT PROJECT
Project Number:	PR-029-22
Amount:	$766,895.00 (GRANT: G-GOMESA)

Adopted: JUN 14 2022

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama ("City"), and Moffatt & Nichol, Inc. ("Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of engineer and design services, and will support the City in the Mobile Riverfront Redevelopment Project ("Project"),

WHEREAS, City desires to engage 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 which are hereby acknowledged, do covenant and agree as follows:

1. PROFESSIONAL SERVICES TO BE PERFORMED

The services to be performed are described in the Scope of Work attached hereto and labeled Exhibit 1, which is hereby incorporated as if a part of this agreement. At all times during the term of the contract, Contractor will assign a Project Manager who will be responsible for project review and quality control.

II. COMPENSATION

A. For the above described services, the City will compensate the Contractor according to Exhibit 1, including the hourly rates therein. The total cost for the Agreement will not exceed $766,895.00.

B. The costs in Exhibit 1 are all inclusive. The City will not pay the Contractor for any additional expenses, travel, or any other costs, expenses, or any additional work unless the City agrees in writing to do so before the cost is incurred or the work is performed.

C. Payment is due on final approval by the City of the Contractor's invoices which may be submitted following the City's acceptance of a deliverable.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution of this Agreement and continue for one (1) year, with two (2) additional optional one (1) year renewals.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

B. Documents and data produced under this Agreement shall be considered the property of the City and Contractor shall make all data requested by the City available to the City in the electronic or other format requested.

C. 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 venture 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.

D. 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 therefor.

E. 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 denied solely at City's discretion.

F. If the City determines that any deliverable fails to meet the requirements of the Proposal, the City shall notify the Contractor of the deficiency and allow the Contractor up to 60 days to cure the deficiency. If Contractor fails to cure the deficiency, the City

will not be obligated to pay for the deliverable, and may, in its discretion, terminate the contract.

G. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Mr. Ricardo Woods
City Attorney
City of Mobile
P O Box 1827
Mobile, AL 36633-1827

H. Insurance Requirements: Contractor shall carry, on all operations hereunder, worker's compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance policies, which, on appropriate policies, shall name the City of Mobile as an additional insured.

The following minimum amounts of insurance will be maintained for the duration of the contract:

A. Worker's Compensation
Statutory – an amount and coverage as required by law of the state of Alabama.

B. General Liability – Premises/Operations
Public Liability including premises, products and complete operations
1. Bodily Injury Liability
   a. $1,000,000 each person
   b. $1,000,000 each occurrence
2. Property Damage Liability
   a. $1,000,000 each occurrence or
   b. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - $2,000,000 single limit

C. Automobile Liability – Comprehensive including owned, non-owned and hired vehicles
1. Bodily Injury Liability
   c. $250,000 each person
   d. $500,000 each occurrence
2. Property Damage Liability
   c. $100,000 each occurrence

OR

Combined Bodily Injury and Property Damage - $1,000,000

D. Professional Liability
$1,000,000

E. Excess/Umbrella Liability Insurance:
Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

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

I. 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 CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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.

J. Severability: If any one or more of the provisions contained in this Contract, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and all remaining provisions shall continue in full force and effect.

K. Governing Law and Choice of Forum: It is expressly agreed and stipulated by both Parties that this Contract shall be deemed to have been made and to be performed in the State of Alabama, County of Mobile, and all questions concerning the validity, interpretation, or performance of any of its terms and provisions, or of any rights or obligations of the Parties hereto, shall be governed by and resolved in accordance with the laws of said State, and all claims or causes of actions related to the contract shall be brought in a court of competent jurisdiction in Mobile County, Alabama.

L. Immigration: 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. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. 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 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.

M. Anti-Boycotting: Act 2016-316. Consultant is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

By: _____
Mayor

ATTEST:

_____
City Clerk

MOFFATT & NICHOL, INC.

By: _____

Eldon C. Blancher II, Ph.D.
Supervisory Coastal Scientist

STATE OF ALABAMA
COUNTY OF Mobile

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Eldon Blancher, PhD., whose named as Business Unit Lead, of **Moffatt & Nichol, Inc.** is signed to the foregoing Professional Services Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Professional Services Contract, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this the 29th day of April, 2021.

Louise Mallette Jeanminette

(SEAL)

Notary Public
State of Alabama-At-Large
My Commission Expires:

LOUISE MALLETTE JEANMINETTE
My Commission Expires
June 14, 2023

\\Citylawsrv\cycom\WPDocs\D014\P004\00097496.DOC

11 N. Water Street, Suite #20220
Mobile, AL 36602

(251) 378-9006
www.moffattnichol.com

April 29th, 2022

EXHIBIT 1

City of Mobile
205 Government Street
Mobile, AL 36602

Attn: Mayor Sandy Stimpson

Subject: **Mobile Riverfront Redevelopment**
Proposal No. P210712.02 Version 7
Project No. 10961

Dear Mayor Stimpson:

Thank you for the opportunity to provide this fee proposal to support the City of Mobile with the Mobile Riverfront Redevelopment project. We have included our understanding of the project, our proposed scope of services, and an estimate of fees. We look forward to working with you on this project. This proposal has been revised per coordination with City staff which occurred on March 11 and 18, 2022, April 1, 2022. Per the City's direction, the proposal was revised to include the design and construction oversight of the Convention Center marquee sign.

Project Background

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the Mobile Riverfront, can now be realized with the allocation of GOMESA funding for 2022 ($8M). This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and complements completed and on-going efforts such as the Water Street improvements, Cooper Riverside Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

Throughout 2021, Moffatt & Nichol worked with the City to develop a conceptual plan for the Mobile Riverfront Development. Once the GOMESA funding amount was established, M&N worked with the City and developed a report defining the City's priorities, highlighting the preferred project elements from the conceptual plan that are recommended for advancement using the available GOMESA funding. The report defined the scope for each of the preferred project elements and was intended to assist in the unveiling of the Mobile Riverfront Concept Master Plan to be achieved with GOMESA funding and other opportunities.

The GOMESA funding would support the engineering & design and construction of the Mobile Riverfront. The purpose of this proposal is to further define the tasks needed to advance the preferred project scope though the investigation, design, and permitting phase. Support through the bid process and construction administration is also included.

Proposed Scope of Services

Task 1 – Design Management and Coordination

M&N will provide coordination and management to oversee the efforts of the investigation, planning, permitting and design of the Project, including all its employees and subcontractors, to ensure that the overall project is efficient and effective. Design management services will be provided throughout the length of the design period, from project initiation through development of the "Issued for Construction" design drawings and specifications.

A Project Manager will serve as the main point of contact throughout all phases of the project. All correspondence for the project shall be directed through the Project Manager to the City's Project Manager. This may include coordination with other internal departments of City. Meeting minutes will be maintained in the respective documentation record. The Project Manager will coordinate with the design team to resolve issues and assign tasks resulting from the coordination.

Upon Notice to Proceed (NTP), M&N will schedule a kick-off meeting with City representatives. The general goals of the meeting will be:

- Introduce Team Members
- Establish Project Communication Structure
- Communicate the Project's goals and objectives
- Obtain existing data
- Outline the Progress Meeting schedule
- Outline anticipated major tasks required to complete the scope of work

M&N suggests holding regular bi-weekly progress meetings. During the meetings, M&N will provide a project status, communicate project challenges, propose solutions to challenges, and update the project schedule. M&N will set up a meeting platform to allow for a conference call and screen sharing during the meeting. It is assumed meeting will be virtual, but meetings will be held in person upon request by the City. M&N will coordinate schedules to determine a standard meeting day and time. Progress meetings will start approximately 2 weeks after the project kick-off meeting.

Assumptions:

- *The period of design performance will be approximately one year (52 weeks).*
- *Project Manager will require 80 hours (approximately 1 hour/ week) for the estimated design period.*
- *Project Kick-off Meeting will be held virtually (no travel).*
- *Project Manager and Engineer III will require 1 hour to prepare for the kick-coff meeting.*
- *Project Manager, Senior Engineer, Engineer III, and Engineer I will require 2 hours to attend each kick-off meeting.*
- *Project Manager and Engineer III will require 1 hour to produce kick off meeting minutes with action items.*
- *30 progress meetings will occur (26 regularly scheduled and 4 specially scheduled)*
- *Project Manager and Engineer III will require 0.5 hour to prepare for the progress meetings.*
- *Project Manager, Senior Engineer, Engineer III, and Engineer I will require 1 hour to attend each design progress meeting.*
- *Project Manager and Engineer III will require 0.5 hour to produce meeting minutes with action items.*
- *No travel will be required for progress meetings.*

Deliverables: Meeting documentation (agenda, minutes, action items)

Task 2 –Investigations

Site investigations will be performed to inform the project's design and regulatory compliance. M&N will provide oversight and coordination with the subcontractors to monitor the investigations. M&N will review submitted deliverables from the subcontractors.

Geotechnical Investigation

- Geotechnical investigations will be performed for the Northern Riverfront Plaza and Riverfront Connection.
- Additional geotechnical analysis are likely for the vibrations analysis for pile driving in close proximity to the existing tunnels.

- The budgeted cost to complete the proposed geotechnical investigations and tunnel impact analysis is $95,000.
- The results of the investigation will be summarized in the Site Investigation Memorandum.

Existing Bulkhead Assessment

- M&N has reviewed the following City-provided bulkhead inspection reports:
  - 2019 Investigation (south of Cruise Terminal extending north of Convention Center)
  - 2007 Investigation (south of Cruise Terminal extending north to south of the Bank Head Tunnel)
- The 2019 Bulkhead Inspection Report which identified high priority repairs are needed. However, the 2019 inspection was not a design level inspection and does not provide critical information on the damage identified needing repairs.
- Based on these reports, M&N will perform an underwater inspection of the existing bulkhead along Cooper Riverside Park.
- The budgeted cost to complete the proposed bulkhead assessment is $50,000.
- The results of the investigation will be summarized in the Site Investigation Memorandum.

Topographic and Bathymetric Survey

- A topographic survey will be performed to document existing conditions at the project site.
- Existing utilities will be located and mapped.
- A multi-beam bathymetric survey will be performed along the Riverfront.
- The budgeted cost to complete the proposed survey scope is $50,000.
- The results of the investigation will be summarized in the Site Investigation Memorandum.

Cultural Resources Assessment

- It is assumed a Cultural Resources Assessment will not be required due to the current developed status of the project site.

Deliverables: Site Investigation Memorandum

Task 3 – Engineering and Design

Based on the site investigations and coordination with the City of Mobile, M&N will provide design for the preferred project. M&N's on-staff marine structural engineers will develop the project considering the existing complexities due to the project's proximity to the Bankhead Tunnel and a Federal navigation channel and the modifications of an existing structure. Design milestones will be met as described below. Reviews by the City of Mobile will follow submission of each deliverable. Design documents will be submitted in an iterative fashion with each submittal incorporating the feedback from the previous submittal.

- Design submittals will include construction plan drawings, specifications, and a design report documenting major design calculations and assumptions. An opinion of probable cost will also be prepared.
- Design packages will be submitted at the following milestones:
  - Preliminary (30%)
  - Pre-Final (90%)
  - Construction (100%)
- Preliminary (30%) design specifications will include an outline.
- Permit application package (sub-consultant support)
- Pre-Final (90%) and Construction (100%) specifications will include full documents.

- The City of Mobile will provide general contracting documents and general conditions for the specifications.
- The Construction (100%) design submittal will include the required engineering plans and specifications to perform the construction.
- Construction (100%) design plans and specification will be signed and sealed by a licensed professional engineer from the State of Alabama.
- Design submittals will be submitted in PDF format with hard copies provided as requested by the City.
- Support the City through the construction bid process.
    - Attend the pre-bid meeting.
    - Respond to contractor requests for additional information and issue bid addendum as needed.
    - Evaluate construction bids and recommend award (if appropriate).

Deliverables: Permit application package and Design Submittals (Preliminary, Progress, Pre-Final and Construction)

A description of the project elements to be designed and major assumptions are included below:

Northern Riverfront Plaza

- Creation and establishment of a Gateway on Water Street.
- Locate and stub out utilities (water, sewer, and electric) for commercial development.
- Reclaim approximately 550 SF of submerged lands along the river.
- Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation.
- Design scope includes a preliminary grading plan. Private partner will be responsible for final construction of plaza.
- Private partner will be responsible for final site grading, drainage, building foundations, and utility connections.
- Assume permit is feasible based on pre-application conversation with USACE and ADCNR.

Riverfront Connection

- Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety.
- Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access.
- Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook.
- Construction of deep foundations (piles) adjacent to tunnel is feasible.
- It is acceptable to modify the Convention Center building structure to install stair feature, required for multi-level access, and potential food court development;
- Assume permit is feasible based on pre-application conversation with USACE and ADCNR.

Cooper Riverside Park

- Civil engineering and landscape design of surface parking and Cooper Riverside Park improvements will be minimal, with prioritized focus on the Northern Riverfront Plaza and Riverfront Connection structural foundational elements.
- The Hero Plaza and entrance into the Cooper Riverside Park will be coordinated and integrated into landscape design of this element.

- Minimal landscape design to surface parking lot
- 800 linear feet of bulkhead inspection to be performed
- Assume repair of bulkhead is minimal

Compensation and Schedule

M&N has estimated the effort required to complete the scope as described above. M&N consulted with the sub-disciplines required for each project element. The hours of effort estimated are based on our extensive experience with marine structural and civil engineering and design. We have estimated $766,895.

Our fees will accrue on a time and material basis not to exceed the total allocated. Mary Beth Sullivan, PE and Meg Goecker, MS will be the project managers representing the Moffatt & Nichol Mobile Office. Man-hour and fee derivations are attached.

Our approach to this proposal is based on our understanding of the City's needs and goals of this project as outlined in our report. If further refinement is required, please don't hesitate to reach out.

Thanks for your time and consideration.

Sincerely,

Don Blancher, PhD, BCES
MOFFATT & NICHOL

Meg Goecker
MOFFATT & NICHOL

I. MAN-HOUR BUDGET BY LABOR COSTS

Task	Classification	Project Manager	Supvrs. Engineer	Senior Engineer	Eng. II	Eng. I	Senior Tech.	ACAD CADD II	Project Control	Total Hours	Total Labor Cost
	Rate $	170.00	$ 250.00	$ 225.00	$ 190.00	$ 167.00	$ 184.00	$ 146.00	$ 133.00		
1	Design Management and Coordination	116	-	-	65	32	-	-	-	214	$ 37,604.00
2	Investigations	12	-	-	92	84	95	-	-	283	$ 51,028.00
3	Design	60	160	-	850	749	360	690	-	2669	$ 485,763.00
	Total Labor Budget $	35,190	$ 40,000	$ -	$ 164,920	$ 153,640	$ 155,480	$ 100,740	$ 53,200	4090	$ 554,895.00
	Labor Budget Distribution	6%	7%	0%	30%	28%	28%	18%	10%		
	Total Labor Hours	207	160	-	868	920	845	690	400		
	Labor Hours Distribution	5%	4%	0%	21%	22%	21%	17%	10%	100%	
	Man-weeks	5.2	4.0	0.0	21.7	23.0	21.1	17.3	10.0	102.3	

II. SUMMARY

Task		Total Cost Labor	Total Cost Subconsultants	Total Cost Travel	Total Cost Miscellaneous	Total Cost
1	Design Management and Coordination	$ 55,104.00		$ -	$ -	$ 55,104.00
2	Investigations	$ 51,028.00	$ 145,000.00	$ -	$ -	$ 196,028.00
3	Design	$ 465,763.00	$ 50,000.00	$ -	$ -	$ 515,763.00
		$ 571,895.00	$ 195,000.00	$ -	$ -	$ 766,895.00

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251 208 7967
205 Government Street, 5th Floor

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

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email Archnique.kidd@cityofmobile.org
251.208.7957
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Moffatt & Nichol
Address	11 N. Water Street, Suite 20220 Mobile, AL 36602
Telephone	251-378-9000
E-Mail	dblancher@moffattnichol.com

RFP/RFQ Solicitation Number	Riverfront Revitalization
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics Mobile Office	Male 3 Female 6 Minority ____ Non-minority 9 SDVO ____ Total #of Employees 9 Mobile ONLY Corporate 850 total employees, worldwide

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Eldon C. Blancher II

Signature: _____ Date: 5/31/2022

Title: Supervisory Coastal Scientist

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: Eldon C. Blancher II Title: Supervisory Coastal Scientist

Email: dblancher @moffattnichol.com Phone: 251-378-9005

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Moffatt & Nichol Your Bid/Proposal Amount $ $766,895.00 Date:

5 / 23 / 2022 Description CoM Riverfront Revitalization

Name of Bidder/Proposer: Eldon C. Blancher II, Ph.D. Supervisory Coastal Scientist

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Ephriam & Associates	251-404-2059	ESA Phase I / Phase 2 ESA/Permitting	$33,850.00	5	Yes	
McCrory & Williams	251-476-4720	Surveying/Civil Engineering	$7,650.00	1	no/WBE	
Watershed	251-929-0614	Architectural - renderings	$10,000.00	1	no/WBE	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Moffatt & Nichol

Contact Person: Eldon C. Blancher II Phone 251-378-9005 Email dblancher@moffattnichol.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (B)	NO (C)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		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.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		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

X		**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.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

XX
____ 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. _____Reviewed quals for several local DBE's relative to underwater structural engineering and could not find sufficient engineering consultants with these quals._____

McCrory Williams
INCORPORATED
Engineers Surveyors

May 24, 2022

Moffatt Nichol
Attn: Eldon C. Blancher
11N. Water Street, Suite 20220
Mobile, Alabama 36602

Re: Riverfront Park Enhancements

Mr. Blancher,

Our estimate for a boundary and topographic survey on the above referenced project is as follows:

2 Man Survey Crew	32 hr. @ $120.00	$3,840.00
Senior Survey CADD	32 hr. @ $ 80.00	$2,560.00
Professional Land Surveyor	10 hr. @ $125.00	$1,250.00
	Total	**$7,650.00**

We appreciate the opportunity to provide this estimate and we look forward to working with you on this project

Sincerely,
McCrory & Williams, Inc.

Merlin J. Miller, P.L.S.

MJM/jd

3207 International Dr., Suite G • Mobile, Alabama 36606
Voice (251) 476-4720 • Fax (251) 476-4721
mobile@mcwinc.com

THE

ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY AFFAIRS
OFFICE OF MINORITY BUSINESS ENTERPRISE

FOR THE

STATE OF ALABAMA

GOVERNOR KAY IVEY

Hereby Declares That

MCCRORY & WILLIAMS, INC.

Mobile, Alabama

has been certified as a woman-owned business in The State of Alabama.

Given under my hand, at the City of Montgomery, this the 27th day of August in the year of our Lord 2020.

Kenneth W. Boswell, Director ADECA

Certificate No. WBE-0820240-102 (Female) This designation expires two years from the above date.

THE

ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY AFFAIRS
OFFICE OF MINORITY BUSINESS ENTERPRISE
FOR THE

STATE OF ALABAMA

GOVERNOR KAY IVEY



Hereby Declares That

WATERSHED, LLC

Fairhope, Alabama

has been certified as a woman-owned
business in The State of Alabama.

Given under my hand, at the City of Montgomery,
this the 26th day of June in the year of our Lord 2021.

Kenneth W. Boswell, Director ADECA

Certificate No. WBP-062[illegible] This designation expires two years from the above date.

Alabama Secretary of State

Moffat & Nichol, Inc.	
Entity ID Number	000 - 921 - 075
Legal Name in Place of Origin	Moffatt & Nichol
Entity Type	Foreign Corporation
Principal Address	4225 E CONANT STREET SUITE 101 LONG BEACH, CA 90808
Principal Mailing Address	4225 E CONANT STREET SUITE 101 LONG BEACH, CA 90808
Status	Exists
Place of Formation	California
Formation Date	07/22/1957
Qualify Date	01/22/2002
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	
Capital Authorized	
Capital Paid In	

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021

Transactions

Transaction Date	10/31/2003
Fictitious Name Changed From	* Added
Transaction Date	10/31/2003
Legal Name Changed From	Moffatt & Nichol, Engineers Corporation
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Transaction Date	05/24/2018

Moffat & Nichol, Inc.	
Principal Office Changed From	320 GOLDEN SHORE STE 300 LONG BEACH, CA 90802
Transaction Date	04/02/2019
Principal Mailing Address Changed From	3780 KILROY AIRPORT WAY, SUITE 750 LONG BEACH, CA 90806
Transaction Date	04/02/2019
Principal Office Changed From	3780 KILROY AIRPORT WAY, SUITE 750 LONG BEACH, CA 90806
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/22/2002 Certificate of Formation 1 pg.
Document Date / Type / Pages	10/31/2003 Legal Name Change 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	05/24/2018 Articles of Amendment 2 pgs.
Document Date / Type / Pages	04/02/2019 Articles of Amendment 2 pgs.

Browse Results | New Search

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Moffatt & Nichol	
Name (Please Type or Print) Felicia Corbett	Title
Signature Electronically Signed	Date October 26, 2020
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print) eVerify Team WFN	Title
Signature Electronically Signed	Date October 26, 2020
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date October 26, 2020

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Moffatt & Nichol
Company Facility Address	4225 East Conant Street Long Beach, CA 90808
Company Alternate Address	4225 East Conant Street Long Beach, CA 90808
County or Parish	Los Angeles
Employer Identification Number	95-1951343
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	29

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

California	5
Hawaii	1
Washington	2
Georgia	2
Florida	6
Virginia	2
North Carolina	2
Alaska	1
Texas	2
Louisiana	2
Alabama	1
Maryland	1
Massachusetts	1
New York	1

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

Name	Felicia Corbett
Phone Number	(562) 308-5388
Fax Number	
Email Address	fcorbett@moffattnichol.com

Name	Heather Percival
Phone Number	(657) 261-2696
Fax Number	
Email Address	hpercival@moffattnichol.com

Name	Jenna Hoglander
Phone Number	(984) 239-2783
Fax Number	
Email Address	jhoglander@moffattnichol.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/19/2021

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 Dealey, Renton & Associates License #0020739 600 Anton Boulevard, Suite 100 Costa Mesa CA 92626	CONTACT NAME: PHONE (A/C, No, Ext): 714-427-6810 FAX (A/C, No): 714-427-6818 E-MAIL ADDRESS: certificates@dealeyrenton.com
INSURED Moffatt & Nichol 4225 E. Conant Long Beach CA 90808	MOFFANICH

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : National Union Fire Insurance Co PA	19445
INSURER C : Ace American Insurance Company	
INSURER D : Transportation Insurance Company	20494
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 874252419** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	6056712992	11/22/2020	11/22/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
D	AUTOMOBILE LIABILITY	Y	Y	6056712989	11/22/2020	11/22/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			6079627982	11/22/2020	11/22/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC19397907	11/22/2020	11/22/2021	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N/A		WC19397906	11/22/2020	11/22/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability Claims Made			G25660225007	11/22/2020	11/22/2021	per claim annl aggr	$2,000,000 $2,000,000

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

Umbrella policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability
Worker's Compensation extends to include Jones Act and USL&H
RE: MN Job Number 10961-03 - City in the Mobile Riverfront Redevelopment Project.
City of Mobile is named as an additional insured as respects general and auto liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached endorsement(s).
SEVERABILITY OF INTERESTS
Separation of Insureds - Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
See Attached...

CERTIFICATE HOLDER

City of Mobile
P O Box 1827
205 Government Street, 9th Floor-South Tower
Mobile AL 36633-1827

CANCELLATION 30 Day Notice of 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
Karin Thorp

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AGENCY CUSTOMER ID: MOFFANICH

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Dealey, Renton & Associates	NAMED INSURED Moffatt & Nichol 4225 E. Conant Long Beach CA 90808
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

a. As if each Named Insured were the only Named Insured; and
b. Separately to each insured against whom claim is made or suit is brought.

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

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

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Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. WHO IS AN INSURED is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds 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 services by, on behalf of, or for the **Named Insured**, including but not limited to:

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.

D. Lessor of Equipment

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With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. **Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

   a. the **Named Insured's** acts or omissions; or

   b. the acts or omissions of those acting on the **Named Insured's** behalf,

   in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. **ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. **ADDITIONAL INSURED – EXTENDED COVERAGE**

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. **BOATS**

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

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services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. **SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

25. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. **WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

27. **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

Note: *The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a* ***consolidated (wrap-up) insurance program*** *by applicable state statute or regulation.*

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILTY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form, **provided that**.

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.:**

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force, or
2. Whose limits have been exhausted

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is increased from $2,000 to $5,000, and
2. In **a.(4),** the limit for the loss of earnings is increased from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

Policy #6056712989

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the **"accident"** for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

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

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MOFFATT & NICHOL

Endorsement Effective Date: 11/22/2020

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 11/22/2020 forms a part of Policy No. WC 19-39-7906

Issued to MOFFATT & NICHOL

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.
THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:
1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 11/22/2020 forms a part of Policy No. WC19397907

Issued to MOFFATT & NICHOL

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____

Authorized Representative

RESOLUTION- AMENDMENT

2024

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

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of $282,282.00 wil be added to the original contract. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Moffatt & Nichol, Inc.
Project Name:	Cooper Riverside Park bulkhead replacement design closeout and construction administration
Project Number:	PR-029-22
Amount:	$282,282.00

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

Michelle Gruzs, Officer of Professional Responsibility

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Interactive Data LLC for twelve-month subscription for IDICore public safety investigative software for MPD, automatically renewable for additional month-to-month periods at existing rates/terms only, billable at unit rates listed NTE $75,000 per year.

Amount of Contract:

NTE $75,000.00 per calendar year

Funding Source

Project # **Discretionary Funds**

Project String 10049050 42200 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/1/2024

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	2/1/2024 - 7:26 AM
Legal	Kern, Chris	Approved	2/1/2024 - 10:13 AM
Legal	Kern, Chris	Approved	2/1/2024 - 10:14 AM
Mayors Office	Montgomery, Brandi	Approved	2/1/2024 - 2:57 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Motor Carrier Consultants, Inc., to provide workplace drug and alcohol testing services for City employees, for three years, then month-to-month without further approval required by Council, in an amount as needed not to exceed $75,000.00 per year, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

Professional Services Contract
City of Mobile

Drug and Alcohol Testing Services

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this _____ day of _____, 2024, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Motor Carrier Consultants, Inc. (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is uniquely qualified and engaged in workplace drug and alcohol testing, and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill and personality especially suited 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 within this Agreement shall control.

B. The City of Mobile Director of Risk Management, or his designated representative, shall be the City's Project Manager and shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed based on the rates and performance schedule as described in **Exhibit A**. Contractor will submit to City invoices itemizing work done in type and quantity to meet the City's regulatory and policy testing and reporting requirements. The total amount of compensation due to Contractor for services and supplies provided under this contract will not exceed $75,000.00 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 three years. At the completion of the three-year period, upon the mutual consent of both parties, the contract may be presumed to continue on a month-to-month basis with all provisions of the contract remaining in force.

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

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 City, at its sole discretion, and for any reason may terminate and cancel this Agreement by giving notice to the Contractor. Upon termination, the City at its sole discretion shall only pay for those services satisfactorily rendered. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract. Upon violation of any of the covenants and agreements herein contained the Contractor may terminate the contract upon sixty (60) days written notice.

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. The Contractor shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by Contractor or the Contractor's agent, consultant under contract, or other entity for which Contractor is legally liable. Contractor shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Contractor or its agents covered by Contractor's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Contractor to procure and maintain professional liability insurance that satisfies the named requirements. Contractor shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Contractor's liability, or in proportion to the extent Contractor participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Contractor to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

K. Insurance. For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance

issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability Insurance - public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined:
$500,000 per occurrence

b. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability $100,000 each occurrence.

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined:
$500,000 per occurrence

c. Worker's Compensation. As required by statute.

d. If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

e. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

L. The City's representative for purposes of this Agreement is the City of Mobile Director of Risk Management. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

City Attorney
City of Mobile
205 Government St
Mobile, Alabama 36602

And to Contractor at:
Motor Carrier Consultants
1350 Dauphin Street
Mobile, AL 36604

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

Motor Carrier Consultants, Inc., Contractor

BY: Jennifer L. Whittington Date: 01/23/2024

Its President (Title)

ACKNOWLEDGEMENT

The State of Alabama }

Mobile County}

I, Michelle Tomino, a Notary Public, in and for said County in said State, hereby certify that Jennifer L. Whittington whose name as _____ of the _____, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 23rd day of January, 2024

Michelle G Tomino

(Seal) Notary Public

MICHELLE G TOMINO
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JUL. 14, 2027

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Mayor

ATTEST:

_____ Date: _____
City Clerk

Exhibit: A Statement of Work
B Evidence of Insurance

EXHIBIT A: STATEMENT OF WORK

A. General Services: Contractor will provide random and specific incident (post-accident, post-injury, reasonable suspicion, and follow-up) drug/alcohol screening professional services for City employees, to include test scheduling, random selection, sample collection, sample-control and chain-of-custody, testing, recordkeeping, and reporting, for the fees indicated below. Contractor will be responsible for all Department of Transportation statistical reporting where applicable. Contractor is required to provide all collection supplies, qualified collectors and Medical Review Officers, and a certified laboratory to provide test results. Contractor is required to provide documentation of all test results and required personnel and lab qualifications upon City request. For additional fees, Contractor will provide litigation support in support of Contractor testing services.

1. Random Selections. Contractor will make random selections via a DOT approved drug testing program based on a City-provided current list of eligible employees. The City will be responsible for ensuring the list is up to date before the selection is performed. Contractor is required to ensure random testing is scheduled and conducted at sufficient intervals to maintain City screening compliance. Random testing at a minimum will be conducted monthly.

2. Testing Procedures. All tests will be conducted using documented industry-standard and regulatorily-compliant processes, personnel, and laboratories. Contractor is required to follow all laws and regulations regarding health care privacy and may communicate employee test information only to designated City representatives..

3. Authorized Testing Locations. Contractor will primarily provide City employee sample-collection services at USA Industrial Medicine's facility at 1976 Michigan Ave, Mobile, AL 36615, 251-660-5910 during working hours (0800-1700 Monday through Friday, except national holidays). Contractor will perform testing outside of working hours at Spring Hill Memorial Hospital, 3719 Dauphin St, Mobile, AL, or ,when the employee requires injury treatment, at USA Health Freestanding Emergency Department, 181 Hillcrest Road, Mobile, AL 36608. City may request Contractor testing services at other locations, subject to additional fees.

B. Additional Services. Contractor will provide Motor Vehicle Record (MVR) checks for the City. City will provide necessary information and Contractor will provide a report within a reasonable time with agreed upon format.

C. Fees. Contractor will charge the following fees for services provided.

1. Basic Test fees.

a. Multi-panel Drug Screens (CDL and Non-CDL as per Federal D.O.T. guidelines as found in 49 CFR Part 382.305): $60.00 per test.

b. Saliva and Breath Alcohol Testing: $25.00 per test

2. Additional fees for after hours or Springhill Hospital testing: Additional fee, per test, for any test outside of working hours or any test conducted at any time at Spring Hill Hospital: $35.00 per test.

3. On-site testing. City may request Contractor to provide on-site drug/alcohol test collections at City-selected locations scheduled by USA Industrial Medicine. Contractor may charge $50 per hour, at half hour increments, for a minimum charge of 2 hours, for the service in addition to any per-test fees listed above.

4. Pass-through Surcharges. Contractor may charge the City for any surcharges Contractor incurs for testing at sites other than the authorized testing locations listed in paragraph A.3 above.

5. Litigation-related Charges. Contractor may charge the City additional fees for provision of litigation support outside of normal test result reporting. When requested by the City for litigation support, Contractor will provide a price proposal and quote, at no extra charge to the City, indicating units rates and expenses, for the services requested, subject to City approval before tasking.

6. MVR Checks. Contractor will charge City $22.50 for Alabama MVR reports, and agreed-upon rates for other jurisdiction MVR reports relative to the rate charged by the reporting jurisdiction and any additional rush, detail, or format requirements.

C. Invoicing. Contractor shall provide City monthly an activity report and invoice detailing all testing and fees incurred.

EXHIBIT B

CONTRACTOR INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/31/2024

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

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

PRODUCER		CONTACT NAME:	Mary Watson	
Valent Group, LLC		PHONE (A/C, No, Ext):		FAX (A/C, No):
1110 Montlimar Drive		E-MAIL ADDRESS:	mwatson@valentgroup.com	
Suite 400		INSURER(S) AFFORDING COVERAGE		NAIC #
Mobile	AL 36609	INSURER A :	Auto Owners Ins Co	18988
INSURED		INSURER B :	Midwest Employers Casualty	23612
Motor Carrier Consultants Inc		INSURER C :		
1350 Dauphin St		INSURER D :		
		INSURER E :		
Mobile	AL 36604-2141	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CL23121146077 **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		38854513	08/01/2023	08/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			9427359602	08/18/2023	08/18/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) WRRP	$ 1,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		19276000	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

If required by written contract, City of Mobile is named Additional Insured as respects commercial General Liability.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/30/2024

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

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

PRODUCER Lynne Ernest Insurance, LLC Post Office Box 788 Foley AL 36536	**CONTACT NAME:** Lynne Ernest **PHONE (A/C, No, Ext):** (251) 971-3622 **FAX (A/C, No):** **E-MAIL ADDRESS:** lynne@leinsurance.net
INSURED Motor Carrier Consultants Inc 1350 Dauphin Street Mobile AL 36604	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Axis Surplus Insurance Co **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☐ OCCUR ☒ Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			Fl12204462	12/23/23	12/23/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ $ $ 1,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

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

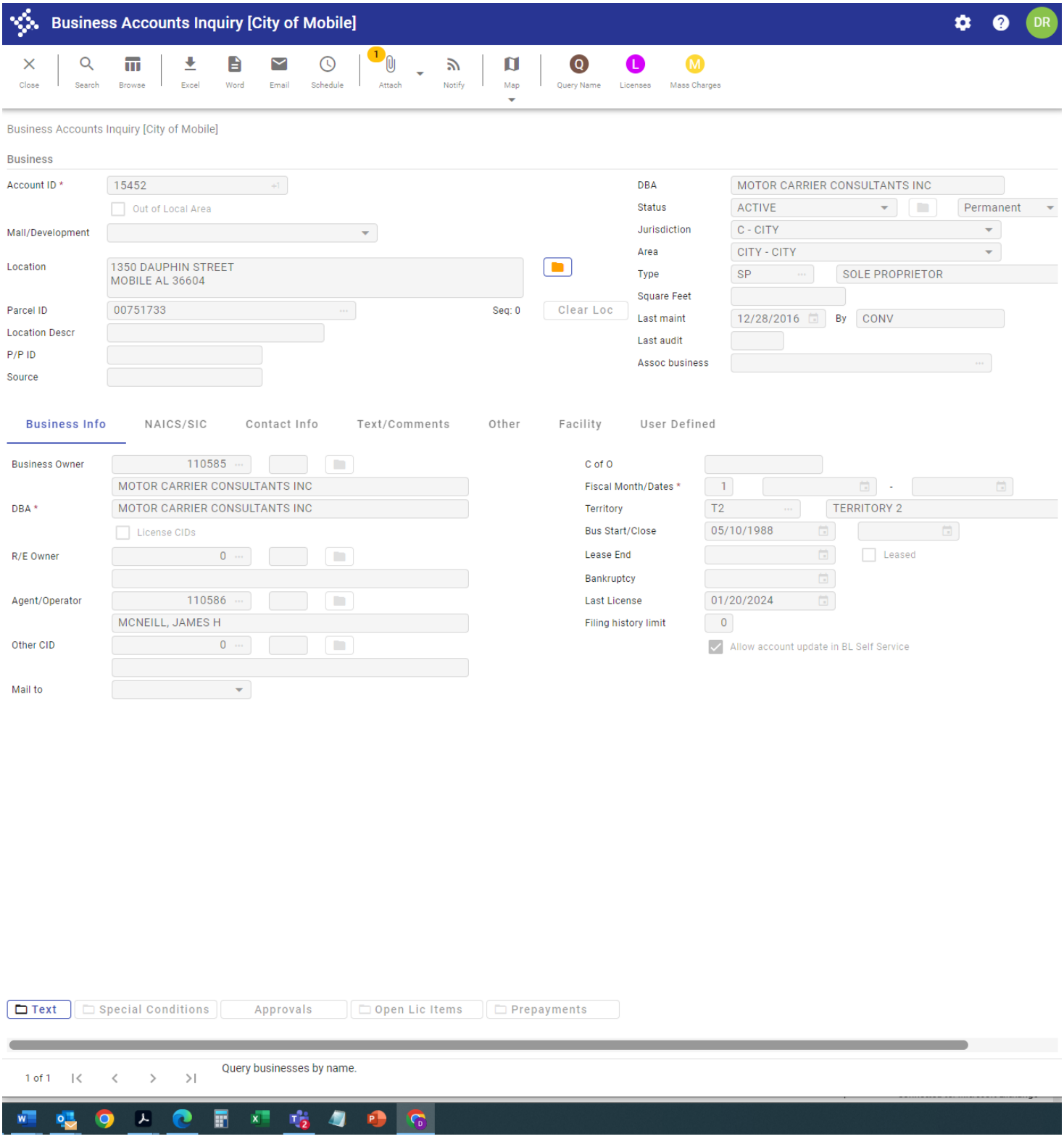
Lynne Ernest

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Business Entity Records

Motor Carrier Consultants, Inc.	
Entity ID Number	000-123-887
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	05/06/1988
Registered Agent Name	MCNEILL, RICHARD W
Registered Office Street Address	1350 DAUPHIN ST MOBILE, AL 36604
Registered Office Mailing Address	PO BOX 2264 MOBILE, AL 36652
Nature of Business	---
Capital Authorized	$1,000
Capital Paid In	---
Incorporators	
Incorporator Name	MCMILLAN, THOMAS E JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCMILLAN, ANDREW P
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	CLARK, DAVID R
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCNEILL, JAMES H
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	03/20/2015
Agent Mailing Address Changed From	* Added
Transaction Date	03/20/2015
Registered Agent Changed From	CLARK, DAVID R 2000 OLD BAY FRONT DR MOBILE, AL 36615
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/06/1988 Certificate of Formation 5 pgs.
Document Date / Type / Pages	03/20/2015 Registered Agent Change 2 pgs.

Browse Results | New Search


Business Accounts Inquiry [City of Mobile]
DR
Close
Search
Browse
Excel
Word
Email
Schedule
Attach
Notify
Map
Query Name
Licenses
Mass Charges
Business Accounts Inquiry [City of Mobile]
Business
Account ID *
15452
Out of Local Area
Mail/Development
Location
1350 DAUPHIN STREET
MOBILE AL 36604
Parcel ID
00751733
Seq: 0
Clear Loc
Location Descr
P/P ID
Source
DBA
MOTOR CARRIER CONSULTANTS INC
Status
ACTIVE
Permanent
Jurisdiction
C - CITY
Area
CITY - CITY
Type
SP
SOLE PROPRIETOR
Square Feet
Last maint
12/28/2016
By
CONV
Last audit
Assoc business
Business Info
NAICS/SIC
Contact Info
Text/Comments
Other
Facility
User Defined
Business Owner
110585
MOTOR CARRIER CONSULTANTS INC
DBA *
MOTOR CARRIER CONSULTANTS INC
License CIDs
R/E Owner
0
Agent/Operator
110586
MCNEILL, JAMES H
Other CID
0
Mail to
C of O
Fiscal Month/Dates *
1
Territory
T2
TERRITORY 2
Bus Start/Close
05/10/1988
Lease End
Leased
Bankruptcy
Last License
01/20/2024
Filing history limit
0
Allow account update in BL Self Service
Text
Special Conditions
Approvals
Open Lic Items
Prepayments
1 of 1
Query businesses by name.

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

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	1/19/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/18/2024 - 2:34 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
Of a Previously Approved Planned Unit Development
For Property located at 5041 Rangeline Crossing Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 14th day of February, 2024, at 10:30 a.m., to consider adoption of an ordinance to modify a previously approved Planned Unit Development for property located at 5041 Rangeline Crossing Drive

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on August 4, 2022 to allow the construction of a new multi-family residential development with multiple structures on a single building site on property located at 5041 Rangeline Crossing Drive and described as follows:

LOTS 6-11, YOGGER PASS PRIVATE ROADWAY, AND COMMON AREAS 1 & 2 AS SHOWN ON THE PLAT OF RANGELINE CROSSING PHASE FOUR, RECORDED IN INSTRUMENT #2021016727 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on November 17, 2023 to allow multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested modification on December 21, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
2. Retention of the 40' minimum building setback line along Demetropolis Road;
3. Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder;

4. Retention of the note on the site plan to depict that all trash compactors will be connected to sanitary sewer and have a compliant enclosure;
5. Coordination with staff to insure tree plantings are spaced appropriately;
6. Provision of a compliant photometric site plan at the time of permitting;
7. Site is limited to three (3) freestanding signs;
8. Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;
10. Compliance with all Engineering comments noted in the staff report for the PUD modification;
11. Placement of a note on the PUD site plan stating the Traffic Engineering comments noted in the staff report, amended as follows: Off-site improvements are required for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the approved PUD for this site and shall be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
G. Shall not be detrimental or endanger the public health, safety or general welfare.
H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Major Modification of the PUD is hereby approved with the following required conditions:

1. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
2. Retention of the 40' minimum building setback line along Demetropolis Road;
3. Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder;
4. Retention of the note on the site plan to depict that all trash compactors will be connected to sanitary sewer and have a compliant enclosure;
5. Coordination with staff to insure tree plantings are spaced appropriately;
6. Provision of a compliant photometric site plan at the time of permitting;
7. Site is limited to three (3) freestanding signs;
8. Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;
10. Compliance with all Engineering comments noted in the staff report for the PUD modification;
11. Placement of a note on the PUD site plan stating the Traffic Engineering comments noted in the staff report, amended as follows: *Off-site improvements are required for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the approved PUD for this site and shall be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code*;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report; and,
14. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of February, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 31st day of January, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5041 Rangeline Crossing Drive.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on August 4, 2022. The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development to allow multiple buildings on a single building site. If approved, the modification of the previously approved Planned Unit Development is subject to the following proposed conditions: 1. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive; 2. Retention of the 40' minimum building setback line along Demetropolis Road; 3. Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder; 4. Retention of the note on the site plan to depict that all trash compactors will be connected to sanitary sewer and have a compliant enclosure; 5. Coordination with staff to insure tree plantings are spaced appropriately; 6. Provision of a compliant photometric site plan at the time of permitting; 7. Site is limited to three (3) freestanding signs; 8. Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 9. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; 10. Compliance with all Engineering comments noted in the staff report for the PUD modification; 11. Placement of a note on the PUD site plan stating the Traffic Engineering comments noted in the staff report, amended as follows: Off-site improvements are required for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the approved PUD for this site and shall be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code; 12. Compliance with all Urban Forestry comments noted in the staff report; 13. Compliance with all Fire Department comments noted in the staff report; and, 14. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on August 4, 2022 to allow the construction of a new multi-family residential development with multiple structures on a single building site on property located at 5041 Rangeline Crossing Drive and described as follows:

LOTS 6-11, YOGGER PASS PRIVATE ROADWAY, AND COMMON AREAS 1 & 2 AS SHOWN ON THE PLAT OF RANGELINE CROSSING PHASE FOUR, RECORDED IN INSTRUMENT #2021016727 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on November 17, 2023 to allow multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested modification on December 21, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
2. Retention of the 40' minimum building setback line along Demetropolis Road;
3. Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder;
4. Retention of the note on the site plan to depict that all trash compactors will be connected to sanitary sewer and have a compliant enclosure;
5. Coordination with staff to insure tree plantings are spaced appropriately;
6. Provision of a compliant photometric site plan at the time of permitting;
7. Site is limited to three (3) freestanding signs;
8. Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;
10. Compliance with all Engineering comments noted in the staff report for the PUD modification;
11. Placement of a note on the PUD site plan stating the Traffic Engineering comments noted in the staff report, amended as follows: *Off-site improvements are required*

for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the approved PUD for this site and shall be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code;

12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
G. Shall not be detrimental or endanger the public health, safety or general welfare.
H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Major Modification of the PUD is hereby approved with the following required conditions:

1. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
2. Retention of the 40' minimum building setback line along Demetropolis Road;
3. Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder;
4. Retention of the note on the site plan to depict that all trash compactors will be connected to sanitary sewer and have a compliant enclosure;
5. Coordination with staff to insure tree plantings are spaced appropriately;
6. Provision of a compliant photometric site plan at the time of permitting;
7. Site is limited to three (3) freestanding signs;

8. Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;
10. Compliance with all Engineering comments noted in the staff report for the PUD modification;
11. Placement of a note on the PUD site plan stating the Traffic Engineering comments noted in the staff report, amended as follows: *Off-site improvements are required for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the approved PUD for this site and shall be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code*;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report; and,
14. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11
Daniel Lamay (Melissa Hadley, Goodwyn Mills Caewood, Agent)
5041 Rangeline Crossing Drive
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

January 16, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of December 21, 2023 considered the request of Daniel Lamay (Melissa Hadley, Goodwyn Mills Caewood, Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) to allow multiple buildings on a single building site for the property located at 5041 Rangeline Crossing Drive.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
2. Retention of the 40' minimum building setback line along Demetropolis Road;
3. Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder;
4. Retention of the note on the site plan to depict that all trash compactors will be connected to sanitary sewer and have a compliant enclosure;
5. Coordination with staff to insure tree plantings are spaced appropriately;
6. Provision of a compliant photometric site plan at the time of permitting;
7. Site is limited to three (3) freestanding signs;
8. Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;
10. Compliance with all Engineering comments noted in the staff report for the PUD modification;
11. Placement of a note on the PUD site plan stating the Traffic Engineering comments noted in the staff report, amended as follows: *Off-site improvements are required for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the*

approved PUD for this site and shall be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code;

12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report; and,
14. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

PLANNING AND ZONING
10 JAN 2024 PM3:38

GMC

Goodwyn Mills Cawood

2039 Main Street
P.O. Box 1127
Daphne, AL 36526

T (251) 626-2626
F (251) 626-6934

www.gmcnetwork.com

Ms. Margaret Pappas
Deputy Director, Planning and Zoning
Build Mobile
Government Plaza Building
205 Government Street
Mobile, AL 36602

January 9, 2024

RE: Rangeline Crossing Apartments, Disposition of Comments
MOD-002743-2023

Dear Ms. Pappas:

Attached herewith (submitted electronically) please find the revised PUD Site Plan for the above referenced application. This modification was heard and recommended for approval by the Planning and Zoning Commission of the City of Mobile at its regular meeting on December 21, 2023. Also included with this submission is a check in the amount of $646.00 for advertising fees.

Below are responses to the staff comments and conditions stated in the decision letter dated December 22, 2023, with the changes reflected on the updated drawings.

CONDITIONS

1) Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
   - **This information is shown on the modified PUD Site Plan as requested.**

2) Depiction of the 40' minimum building setback along Demetropolis Road;
   - **This information is shown on the modified PUD Site Plan as requested.**

3) Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder;
   - **This information is shown on the modified PUD Site Plan and included in Note #8.**

4) Retention of the note on the site plan stating that all trash compactors will be connected to sanitary sewer and have a compliant enclosure;
   - **This information is retained on the modified PUD Site Plan and included in Note #7.**

5) Coordination with staff to insure tree plantings are spaced appropriately;
   - **Acknowledged. A Landscape Plan will be submitted for approval with construction plans.**

6) Provision of a compliant photometric site plan at the time of permitting;
   - **Acknowledged. A Photometric Plan will be submitted for approval with construction plans.**

7) Site is limited to three (3) freestanding signs;
   - **Acknowledged. Signage details will be submitted for approval with construction plans.**

8) Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
   - **This information has been added to the modified PUD Site Plan and included in Note #9.**

9) Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;
   - **The modified PUD Site Plan is submitted herewith. Recording shall be accomplished upon approval by the City Council.**

10) Compliance with all Engineering comments noted in the staff report for the PUD modification;

- **Acknowledged. The modified PUD Site Plan complies with Engineering comments.**

11) Placement of a note on the PUD site plan stating the Traffic Engineering comments noted in the staff report, amended as follows: *Offsite improvements are required for the development of Lot I. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the approved PUD for this site and shall be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code;*

- **The requested notes are shown on the modified PUD Site Plan in Note #10.**

12) Compliance with all Urban Forestry comments noted in the staff report:

- **Acknowledged.**

13) Compliance with all Fire Department comments noted in the staff report;

- **Acknowledged.**

14) Full compliance with all municipal codes and ordinances.

- **Acknowledged.**

I trust that all outstanding issues have been resolved to the satisfaction of the Planning and Zoning Department. We request that this application be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council. If you have any questions or comments regarding the information contained in this submittal, please contact me by email or phone as listed below. Thank you.

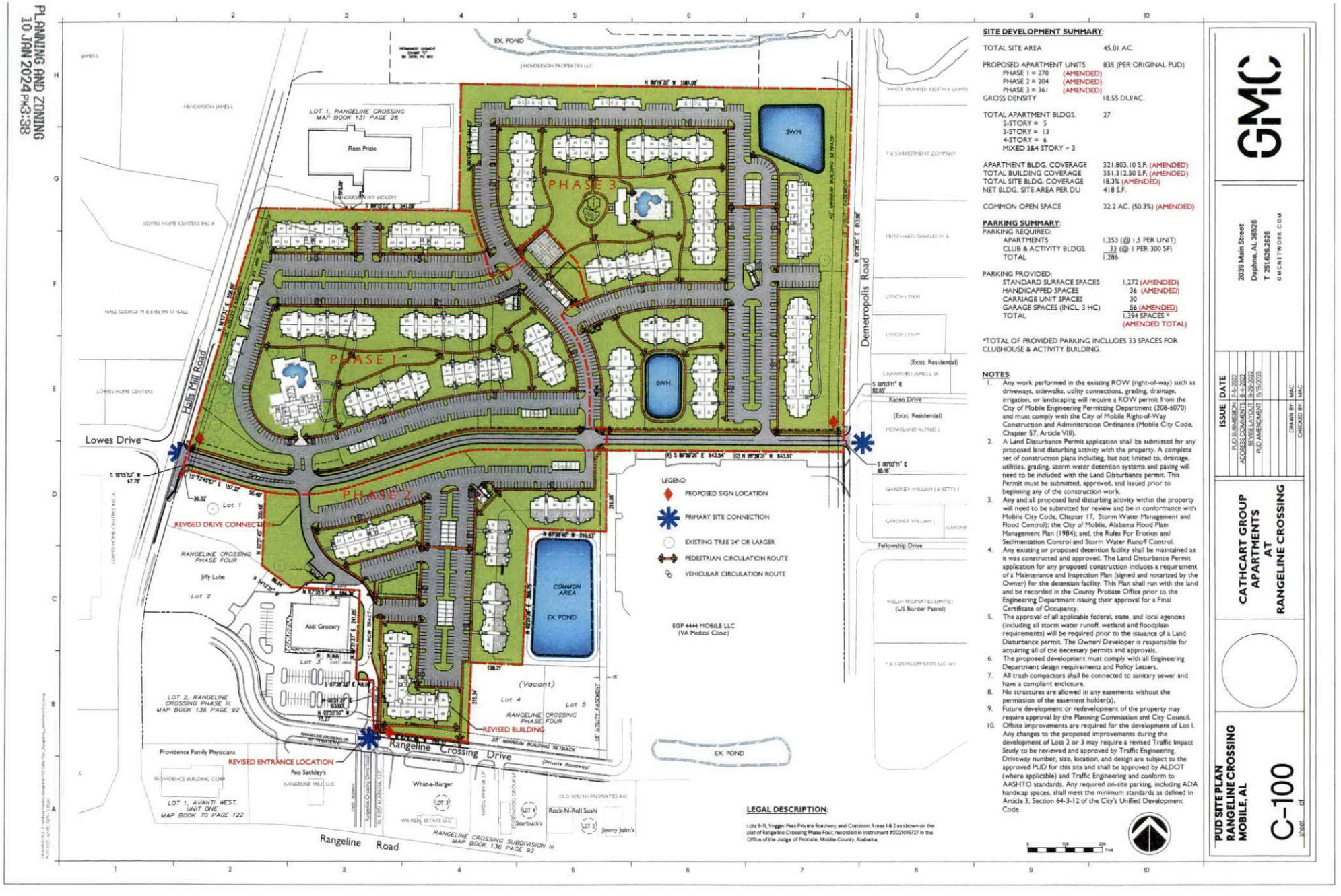
Sincerely,

Melissa Hadley

Melissa A. Hadley, PhD, RLA, AICP
Project Manager, Engineering
Goodwyn Mills Cawood
melissa.hadley@gmcnetwork.com
251-626-2626 office
850-353-3330 cell

CC: File, Dan Lamay

PLANNING AND ZONING
10 JAN 2024 3:38



SITE DEVELOPMENT SUMMARY:

TOTAL SITE AREA	45.01 AC.
PROPOSED APARTMENT UNITS	835 (PER ORIGINAL PUD)
PHASE 1 = 270	(AMENDED)
PHASE 2 = 204	(AMENDED)
PHASE 3 = 361	(AMENDED)
GROSS DENSITY	18.55 DU/AC.
TOTAL APARTMENT BLDGS.	27
2-STORY = 5	
3-STORY = 13	
4-STORY = 6	
MIXED 3&4 STORY = 3	
APARTMENT BLDG. COVERAGE	321,803.10 S.F. (AMENDED)
TOTAL BUILDING COVERAGE	351,312.50 S.F. (AMENDED)
TOTAL SITE BLDG. COVERAGE	18.3% (AMENDED)
NET BLDG. SITE AREA PER DU	418 S.F.
COMMON OPEN SPACE	22.2 AC. (50.3%) (AMENDED)

PARKING SUMMARY:

PARKING REQUIRED:	
APARTMENTS	1,253 (@ 1.5 PER UNIT)
CLUB & ACTIVITY BLDGS.	33 (@ 1 PER 300 SF)
TOTAL	1,286
PARKING PROVIDED:	
STANDARD SURFACE SPACES	1,272 (AMENDED)
HANDICAPPED SPACES	36 (AMENDED)
CARRIAGE UNIT SPACES	30
GARAGE SPACES (INCL. 3 HC)	56 (AMENDED)
TOTAL	1,394 SPACES * (AMENDED TOTAL)

*TOTAL OF PROVIDED PARKING INCLUDES 33 SPACES FOR CLUBHOUSE & ACTIVITY BUILDING.

NOTES:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/ Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.
7. All trash compactors shall be connected to sanitary sewer and have a compliant enclosure.
8. No structures are allowed in any easements without the permission of the easement holder(s).
9. Future development or redevelopment of the property may require approval by the Planning Commission and City Council.
10. Offsite improvements are required for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the approved PUD for this site and shall be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

LEGAL DESCRIPTION:

Lots 6-11, Yogger Pass Private Roadway, and Common Areas 1 & 2 as shown on the plat of Rangeline Crossing Phase Four, recorded in Instrument #2021080727 in the Office of the Judge of Probate, Mobile County, Alabama.

GMC
2039 Main Street
Daphne, AL 36526
T 251.626.2626
GMCNETWORK.COM

ISSUE	DATE
PUD SUBMISSION	7-5-2022
ADDRESS COMMENTS	8-4-2022
REVISE LAYOUT	12-28-2022
PUD AMENDMENT	10-10-2023

DRAWN BY: MAC
CHECKED BY: MAC

CATHCART GROUP APARTMENTS AT RANGELINE CROSSING

PUD SITE PLAN
RANGELINE CROSSING
MOBILE, AL

C-100

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 22, 2023

Daniel Lamay
Rangeline Land Associates, LLC
200 Reserve Boulevard, Suite 300
Charlottesville, VA 22901

Re: 5041 Rangeline Crossing Drive
MOD-002743-2023
Daniel Lamay (Melissa Hadley, Goodwyn Mills Caewood, Agent)
District 4
Modification of a previously approved Planned Unit Development to allow multiple buildings on a single building site.

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

At its meeting on December 21, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planned Unit Development Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
G. The request shall not be detrimental or endanger the public health, safety or general welfare.
H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
2. Retention of the 40' minimum building setback line along Demetropolis Road;
3. Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder;
4. Retention of the note on the site plan to depict that all trash compactors will be connected to sanitary sewer and have a compliant enclosure;
5. Coordination with staff to insure tree plantings are spaced appropriately;
6. Provision of a compliant photometric site plan at the time of permitting;
7. Site is limited to three (3) freestanding signs;
8. Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;
10. Compliance with all Engineering comments noted in the staff report for the PUD modification;
11. Placement of a note on the PUD site plan stating the Traffic Engineering comments noted in the staff report, amended as follows: *Off-site improvements are required for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the approved PUD for this site and shall be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code*;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report; and,
14. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

The advertising fee for this application based on the current legal description is **$646.00**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

MOD-002743-2023 5041 Rangeline Crossing Drive
December 22, 2023

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
November 28, 2023
PUBLIC HEARING NOTICE

Re: 5041 Rangeline Crossing Drive
MOD-002743-2023
Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11
Kari Givens, Byrd Surveying, Inc. & Daniel Lamay (Melissa Hadley, Goodwyn Mills Cawood, Agent)
District 4
Modification of a previously approved Planned Unit Development to allow shared access between multiple lots.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, December 21, 2023, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, December 20, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
November 28, 2023
PUBLIC HEARING NOTICE

Re: 5041 Rangeline Crossing Drive
MOD-002743-2023
Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11
Kari Givens, Byrd Surveying, Inc. & Daniel Lamay (Melissa Hadley, Goodwyn Mills Cawood, Agent)
District 4
Modification of a previously approved Planned Unit Development to allow shared access between multiple lots

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, December 21, 2023, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, December 20, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

Dan Lamay

From: Pappas, Margaret <pappasm@cityofmobile.org>
Sent: Friday, October 27, 2023 3:03 PM
To: Dan Lamay; Stephen Harvey
Cc: danderson@burr.com
Subject: Rangeline Crossing

CAUTION: EXTERNAL EMAIL - This email originated from outside of the organization.

Below is a follow up to our Teams meeting on Tuesday, October 24.

The current proposal would be to create three (or four, depending on phasing/ownership) legal lots of record, AND Yogger Pass would no longer be a private street. The access drive formerly known as Yogger Pass would simply be an internal access Road for the apartment development. This would constitute a major modification to the existing PUD. In reviewing the previous PUD application with legal counsel, the owner authorizations submitted on the previous PUD are adequate to be included with the proposed major modification. This is because the number of units are not changing and the impact is the same.

As discussed, the major modification would allow the subdivision to be recorded without the construction of Yogger Pass to private street standards per the Subdivision Regulations. Additionally, while the Subdivision (to create 3 – 4 lots) and major modification are working their way through the Planning Commission and City Council processes, plans and permit applications may be submitted for review and comment.

I hope this provides you the clarification needed.

Margaret Pappas
Deputy Director, Planning and Zoning
Planning & Zoning
BUILDMOBILE
pappasm@cityofmobile.org
(251) 208-5895

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** — Checklist A
☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
☐ **Planned Development** — Checklist C
■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Daniel Lamay	Melissa Hadley
Firm:	RANGELINE LAND ASSOCIATES LLC	Goodwyn Mills Cawood
Phone:	(434) 282-2823	(251) 626-2626
Email:	dlamay@cathcartgroup.com	melissa.hadley@gmcnetwork.com
Address:	200 RESERVE BLVD STE 300 CHARLOTTESVILLE , VA 22901	2039 Main St., Daphne, AL 36526

	Owner	Design Professional
Name:	Daniel Lamay	Melissa A. Hadley, PhD, RLA, AICP
Firm:	RANGELINE LAND ASSOCIATES LLC	Goodwyn Mills Cawood
Phone:	(434) 282-2823	(251) 626-2626
Email:	dlamay@cathcartgroup.com	melissa.hadley@gmcnetwork.com
Address:	200 RESERVE BLVD STE 300 CHARLOTTESVILLE , VA 22901	2039 Main St., Daphne, AL 36526

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

5041 Rangeline Crossing Drive — Property Address

45 ac — Property Area (acres or square feet)

04009568, 04009569, 04009571, 13300210, 13300209, 13300205, 13300207, 13300206, 13300204 — Parcel Number(s) or Key Number(s)

B-3, Community Business Suburban District/PUD — Present Zoning or Transect District

B-3, Community Business Suburban District/PUD — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications: Not Applicable

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ■ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — NOVEMBER 13, 2023 — Date

Melissa A. Hadley Digitally signed by Melissa A. Hadley Date: 2023.11.10 11:46:55 -06'00' — 11/10/2023

Applicant or Agent Signature (if applicable) — Date

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

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

Melissa A. Hadley Digitally signed by Melissa A. Hadley Date: 2023.11.10 11:48:03 -06'00' — 11/10/2023

Applicant or Agent Signature — Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The site is identified for "Priority Investment Opportunities" and it's FLUM designation of DC is intended for moderate to high-density residential uses. The proposal advances the City's goals by: increasing density (19.1 du/ac); creating a mixed-use center through the introduction of new residential development; contributing to quality diverse housing choice; providing a pedestrian-friendly environment with sidewalks located throughout; locating housing near jobs and services; and enhancing connectivity.

   District Center (DC)
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   The site's location in West Mobile and multifamily use places higher density adjacent to several major streets planned for future growth, including existing arterials Halls Mill Road and Demetropolis Road. The site will also help further the goals enumerated for the adjacent Suburban Center node by adding density, mixing uses, and encouraging the redevelopment of strip centers into mixed-use development.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   Letters in support of the current Rangeline PUD application from adjoining property owners in the overall PUD were previously submitted. Proposed access to the site is aligned with the existing Lowes Drive at Halls Mill Road to minimize intersection impacts. The major east-west access drive through the site will connect from this intersection to Demetropolis Road. The site will also be accessed from the south via a drive built to serve the adjoining Aldi store, thus utilizing existing infrastructure and providing additional connections.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

   Site plan is attached.

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

(5) 2-sty bldgs. w/garages on first floor; (13) 3-sty bldgs; (6) 4-sty bldgs; (3) mixed 3- and 4-sty bldgs; Amenities include pools, clubhouse and recreation courts

A total of twenty-seven (27) apartment buildings offering one- and two-bedroom homes are proposed in a landscaped setting.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

At least one heritage tree will be planted for every 30' of road frontage and one tree for every 30' of the outside lot perimeter. In addition, parking lots will contain a landscape island after every 12th parking space. Open areas will be grassed and an overall landscape design will be implemented.

☐ Lighting:

Site lighting shall be designed to achieve a 1-ft candle average across the entire site with modifications at property lines to comply with applicable Codes. Pole, bollard, building-mounted fixtures, and low-voltage pathway lighting will be used with requirements determined by a full photometric plan.

☐ Hours of operation: not applicable

☐ Other conditions that are unique to the use of the property:

The site is part of the existing Rangeline Crossing PUD that has been under development over the last decade. Surrounding uses are mixed and draw from smaller local markets (Aldi, Starbucks); larger markets (big box, Lowe's); various industrial uses (trucking); and regional health care (VA Clinic).

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

Seeding, mulching, and sodding of disturbed soils will control dust on site. Noise levels will increase during construction, but are expected to return to normal following construction. It is not anticipated that any gas tanks will be stored on site, nor are noxious odors, emissions, vibration, or smoke issues anticipated with the construction and future operation of this development.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

Mobile's housing stock is aging, with 72% of all housing units constructed before 1980. A large segment (43%) of the City's population are renters, but multifamily and duplex units comprise only 25% of all housing, indicating an inadequate supply of rental options for Mobile families. The proposed PUD will provide much-needed apartments and help transform its surrounding commercial and industrial context into a true mixed-use center. Future residents will benefit from easy access to nearby jobs, shopping, transportation networks, and a variety of services.

Please refer to the revised PUD document submitted with this application for more information.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Cathcart Group Apartments at Rangeline Crossing

Address: 5041 Rangeline Crossing Drive

Owner: Rangeline Land Associates, LLC

Address: 200 Reserve Blvd. Suite 300, Charlottesville, VA Zip Code: 22901

Phone: 434-282-2823 Fax: _____ Email: dlamay@cathcartgroup.com

Authorized Agent: Goodwyn Mills Cawood / Melissa A. Hadley

Address: 2039 Main Street, Daphne, AL Zip Code: 36526

Phone: 251-626-2626 Fax: _____ Email: melissa.hadley@gmcnetwork.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Goodwyn Mills Cawood / Scott Hutchinson

Address: 2039 Main Street, Daphne, AL Zip Code: 36526

Phone: 251-626-2626 Fax: _____ Email: scott.hutchinson@gmcnetwork.com

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Melissa Hadley — Signature

Melissa A. Hadley — Print

11/17/2023 — Date

Agent — Affiliation to project/Organization

GMC

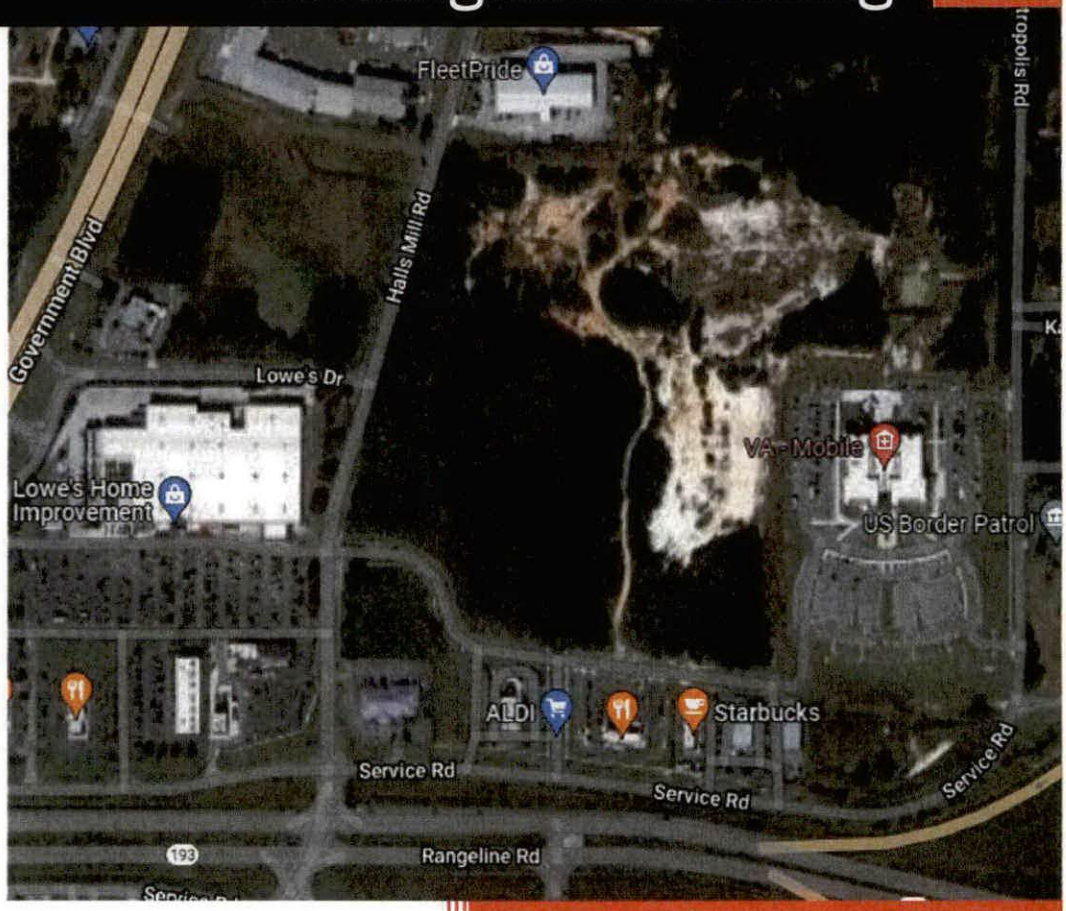
Goodwyn Mills Cawood

2039 Main Street
P.O. Box 1127
Daphne, AL 36526

T (251) 626-2626
F (251) 626-6934

Cathcart Group Apartments

at Rangeline Crossing



Amended Planned Unit Development Document

Prepared for: Cathcart Properties, Inc., or Its Assigns

Cathcart Group Apartments

GMC

Cathcart Group Apartments at Rangeline Crossing

A Planned Unit Development
Mobile, Alabama

November 16, 2023 – PUD Amendment

1. Introduction

"Cathcart Group Apartments at Rangeline Crossing" is an approximate 45-acre site within the existing Rangeline Crossing Planned Unit Development (PUD). It is located in the City of Mobile, Alabama, in an area commonly referred to as Tillman's Corner. The site contains nine (9) parcels (Figure 1) and lies in the northwest quadrant of the intersection of Highway 193 (aka Rangeline Road) and US Interstate 10. It is bounded on the west by Halls Mill Road, on the south by Rangeline Crossing Drive; and on the east by Demetropolis Road. The site is also located in the Dog River/Garrow's Bend Watershed and contains no designated FEMA flood hazard zones.

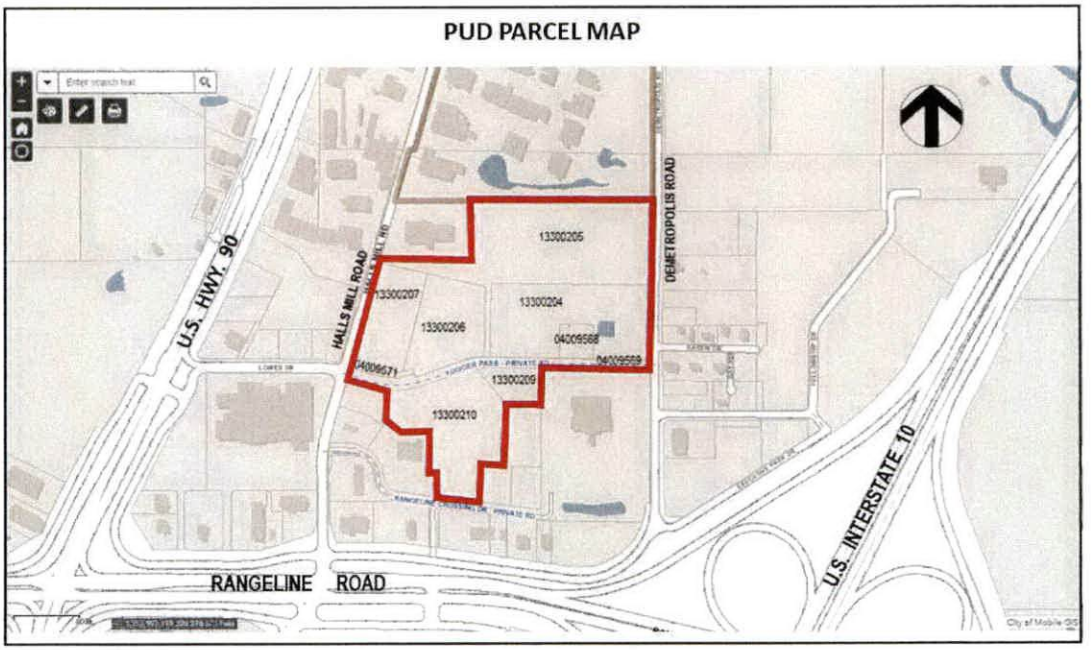


Figure 1: PUD Parcel Map. Source: City of Mobile GIS data, customized by the author.

The property is zoned B-3 Community Business District and the current land use is undeveloped with portions of the site previously cleared. A Planned Unit Development (PUD) was approved for this project by the Mobile Planning Commission on August 8, 2022. Surrounding uses are mixed and contain restaurants and grocery stores that draw from smaller local markets (i.e. Aldi, Starbucks); and larger markets for big-box retail (i.e. Lowe's Home Improvement Store); various industrial uses (i.e. trucking and distribution centers, uniform services); and regional health care (i.e. the Mobile VA Clinic). This diverse variety of goods and services is typical of its location at the intersection of

major thoroughfares. The site is served by existing bus routes along Government Street (US 90) and Rangeline Road. See Figures 2 and 3 for additional detail of surrounding land uses and zoning and Appendix B for street view photographs.

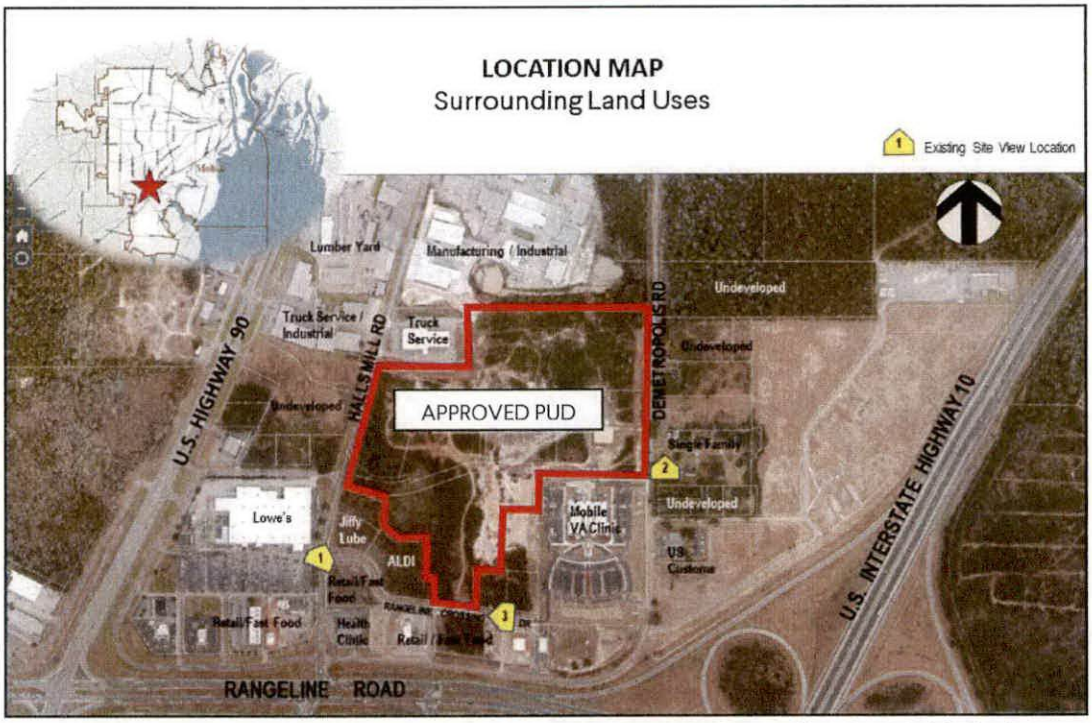


Figure 2: PUD Location Map with surrounding land uses. The site is located in West Mobile in the Tillman's Corner area. Source: Google Maps, customized by the author.

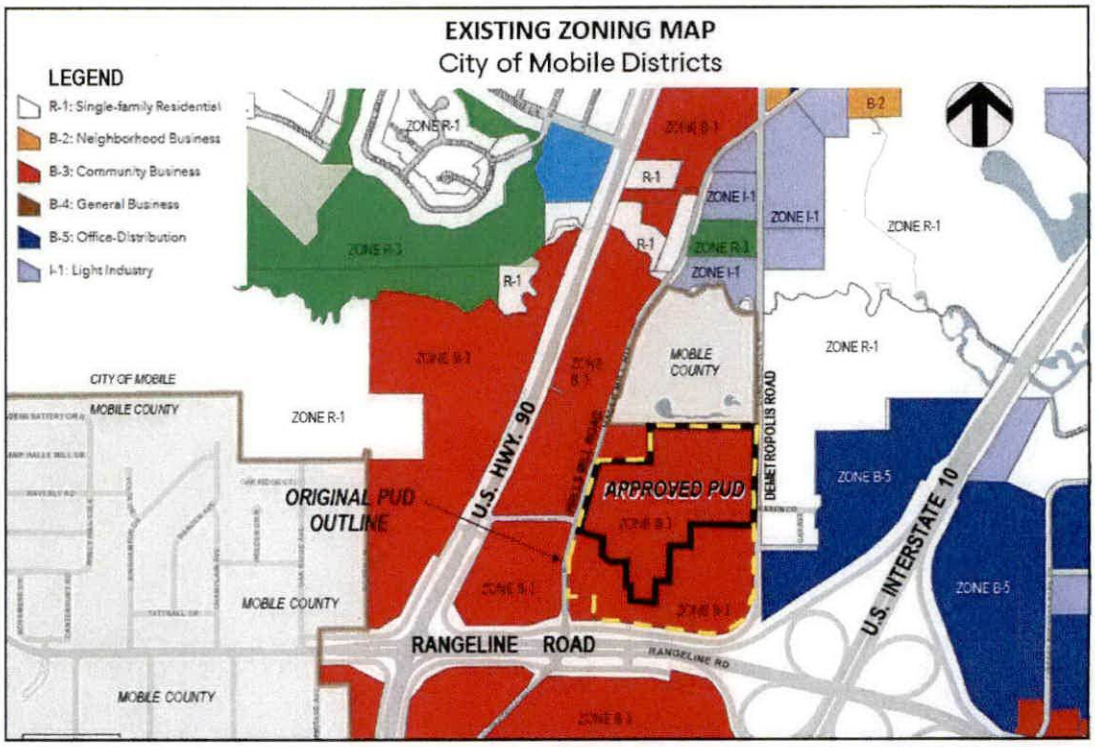


Figure 3: PUD Zoning Map with surrounding zoning designations. Existing zoning of the PUD property is Zone B-3. Source: City of Mobile GIS Data, customized by the author.

B-3 districts include land and structures to furnish a wide variety of retail goods and services needed by a community of neighborhoods within convenient driving distance. Typical Land Uses allowed by-right in the B-3 zoning district include such things as appliance sales and service, automobile or boat sales and service, car wash, light industrial and distribution, home furnishings and services, groceries, and novelty and antique stores. Multifamily residential uses are allowed by-right while single-family or duplex units must be located above the first floor.

Development in B-3 districts is restricted by the following general standards:

- Maximum residential density = 25 du/ac (dwelling units per acre)
- Maximum building coverage = 50%
- Maximum building height = 45'
- Minimum building setbacks = Front: 25', Side & Rear: 0'
- Required parking = 1-1/2 spaces per unit
- Minimum landscape area required = 12% of site

Although a side setback is not required in B-3 zoning districts, if provided it must be a minimum of five (5) feet in width. Additionally, building height in any B-3 district may be increased by two and one-half (2.5) feet above the general height limit for each one (1) foot of side yard provided in excess of ten (10) feet. For example, the maximum building height is increased to 50' when a 12' side yard is provided.

In addition to the minimum landscape area required, the front setback must contain at least one (1) heritage tree for every thirty (30) feet of road frontage and one (1) heritage tree or one (1) understory tree for every thirty (30) feet of the outside lot perimeter, less those heritage trees required in the front setback. Parking lots are also regulated by additional landscape design criteria based on the number of spaces provided with minimum interior landscape medians required after every twelfth space to break up the expanse of pavement.

2. Application Description

This document accompanies an amendment to the subject PUD approved by the City of Mobile Planning Commission on August 4, 2022 (case no. PUD-002120-2022). The subject property is also part of the existing Rangeline Crossing PUD that has been under development over the last decade. It is comprised of Lots 6-11, Yogger Pass Private Roadway, and Common Areas 1 & 2 as shown on the plat of Rangeline Crossing Phase Four, recorded in Instrument #2021016727 in the Office of the Judge of Probate, Mobile County, Alabama (see Appendix A). This application seeks to amend the previously approved PUD to allow the construction of a multifamily development consisting of several different apartment configurations, surface and garage parking, and extensive amenities within common areas (see Site Plan, Figure 4). Letters from current property owners authorizing this PUD were included with the original application. Also submitted for concurrent review with the PUD Amendment application is a three-lot Subdivision Application to replat the above referenced parcels.

Site Development

The development is to be constructed in three phases as described in Table 1 below, but with the possibility of the third phase further divided as two sub-phases should market conditions warrant. The total number of apartment units proposed remains unchanged from the original PUD proposal and is 835 at full build-out, yielding a gross density of 18.55 units per acre. Each phase will have a mix of building types, common areas, amenities, ample parking, separate detached garages, and conveniently located enclosed areas for trash disposal. The primary clubhouse and pool area are

located close to the entrance at Halls Mill Road and will be constructed with phase 1. The phases are summarized in Table 1 below.

Table 1: Amended PUD phasing summary of site areas, building types, and apartment units.

PHASING SUMMARY							
	SF	ACRES	BLDGS	CARRIAGE	GARAGE	UNITS	BEDROOMS
PHASE 1	661,629	15.19	7	2	2	270	416
PHASE 2	412,273	9.46	5	0	3	204	358
PHASE 3	849,148	19.49	10	3	2	361	646
TOTAL	1,923,050	44.15	22	5	7	835	1420

Primary access to the site is via a proposed access drive traversing the site that will connect to Halls Mill Road at Lowe's Drive on the west, and Demetropolis Road on the east for the second access point. A third proposed access will connect to Rangeline Crossing Drive to the south and utilizes an existing drive along the western boundary of the site. The connection to Halls Mill Road will be constructed as part of Phase 1, the southerly connection to Rangeline Crossing Drive with Phase 2, and the connection to Demetropolis Road to be built with Phase 3.



Figure 4: Amended PUD Site and Circulation Plan

Overall, the development will contain twenty-seven (27) apartment buildings offering a mix of one-, two-, and three-bedroom residential units in a landscaped setting. The buildings are to be distributed as follows:

Type	Number
2-story carriage apartment buildings with garages occupying the ground level	5
3-story buildings	13
4-story buildings	6
Mixed 3 & 4-story buildings	3
TOTAL BUILDINGS	27

The apartment buildings footprint area is 321,803.10 square feet and when added to 29,509.40 square feet of garages, amenity, and maintenance buildings, equates to total building coverage of 351,312.50 square feet, or 18.3 percent of the site. This is below the maximum building coverage allowed of 50 percent.

Open/Landscape Area

Required landscaped area is twelve (12) percent of the total site, equaling 5.40 acres. Open areas (i.e., those excluding buildings, parking lots, pavement, roadways, and reserved drainage areas) account for 22.2 acres. Thus, the proposed landscape area is 50.3 percent, well above the minimum required. It must be noted that this calculation is subject to change following detailed engineering.

The site proposes a wide range of passive and active recreation opportunities with five (5)-foot wide sidewalks throughout. Residents will have access to many outdoor social spots for grilling, swimming, walking, and playgrounds; along with indoor areas for lounging, hosting parties, working out, a business center, and game rooms. Amenities to be built with Phase 1 include the clubhouse, pool, multipurpose court, and dog park. A second dog park will be added with Phase 2, with an activity building, pool, and playground added in Phase 3.

Site Circulation

An efficient, looped 2-way vehicular network will connect parking areas, garages, amenity areas, and adjoining streets. Sidewalks are provided for internal pedestrian circulation routes between buildings and amenities, and adjacent to parking lots for safe access. The required parking for the development is 1,236 total spaces (835 units x 1.5 spaces/unit) with proposed parking to be provided as follows:

Space Type	Provided
Standard 9'x18' surface parking	1,272
Handicapped Parking	36
Garage Parking	86
TOTAL PARKING	1,394 Spaces*

*Note: Total count includes 33 spaces for clubhouse and activity building parking computed at one (1) space per 300 square feet of building area.

As indicated above, the proposed parking exceeds the minimum required and will serve the development well. A generous number of landscape islands located within rows and between parking bays punctuate the paved areas to provide shade, enhance site aesthetics, reduce the heat island effect, and aid in stormwater management. These landscape islands are located after every twelfth parking space. See Figure 4 for general site circulation and parking layout.

Site Utilities

Water service to the site will be obtained from public water mains constructed by Mobile County Water within Halls Mill Road and Demetropolis Road. An on-site gravity sewer system will be used to collect the sanitary sewage and connect to an existing gravity sewer line located along Demotropolis Road. The on-site storm water will be collected by a series of storm water inlets and directed via a network of underground pipes to one of two (2) storm water ponds on the subject property and a third pre-existing detention pond built between Lots 5 and 6 of the Rangeline Crossing Phase Four PUD. New ponds to be constructed on site include one in the northeast corner; and a second to be built near the center of the site (see Figure 5).

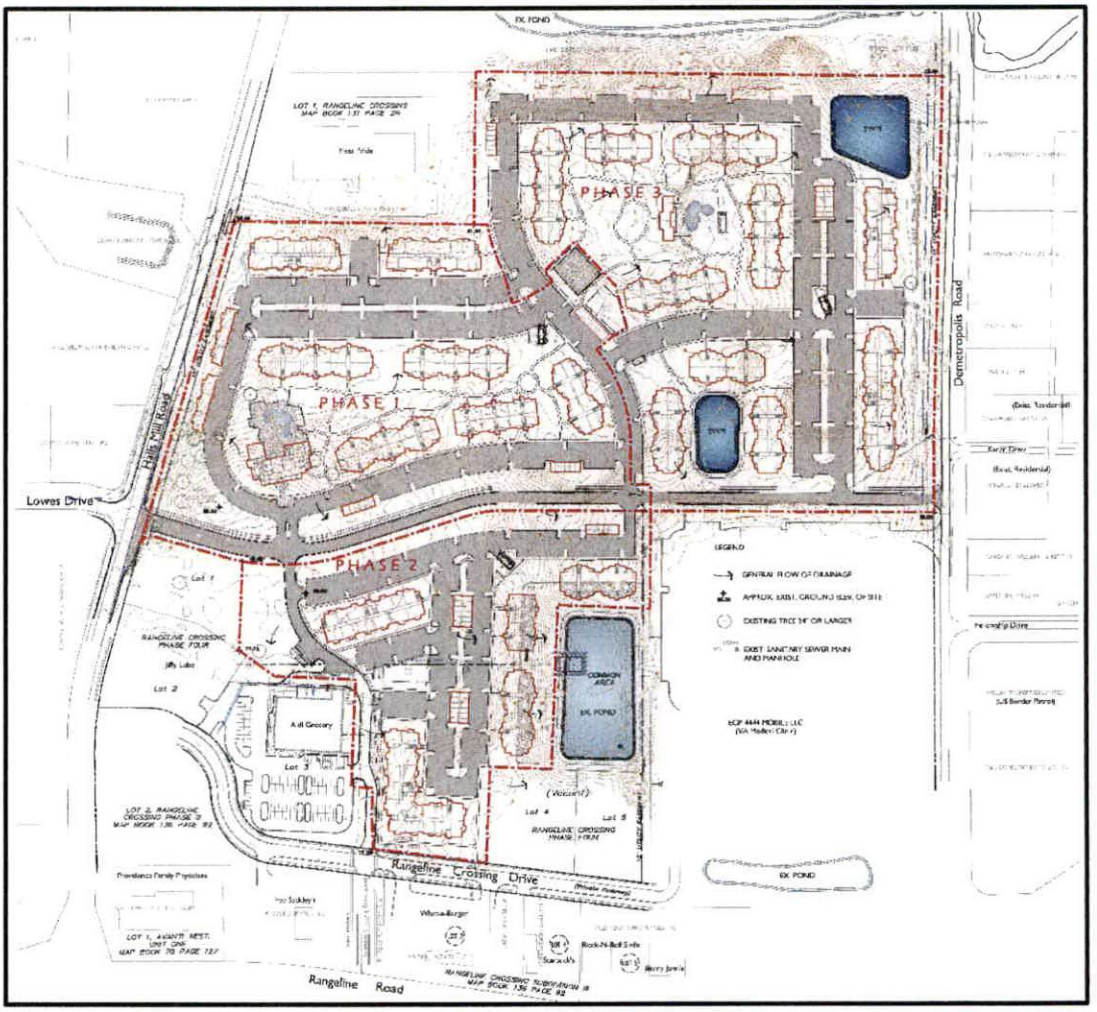


Figure 5: Amended PUD General Drainage and Utilities Plan.

Project Signage

Three (3) monument-type signs identifying the name and/or address of the subject property are proposed on site. The signs will be lighted, landscaped, and adhere in style and material construction that complements the apartment building facades. They are to be located at each of the three (3) main entrances to the complex as seen in Figure 4:

- The proposed western access at Halls Mill Road
- Rangeline Crossing Drive and proposed southern access drive
- The proposed eastern access at Demetropolis Road

An example of project signage constructed in a similar type of development by the applicant is shown in Appendix C.

3. Plan Consistency

The Rangeline Crossing PUD is consistent with the City's Comprehensive Plan (*Map for Mobile: Framework for Growth*) revised June 2017, and the Future Land Use Plan. The City projects this area to grow in both employment and household number, and its prime location is highlighted as an area for "Priority Investment Opportunities" on the Future Land Use Map, acknowledging strategic infill and redevelopment as a core value for the City. As shown in Figure 6 below, the site is designated as "District Center" (DC) for future development as are the parcels to the west and south. To the east and across Demetropolis Road, future development is designated as Mixed Commercial Corridor (MCC). The site is also adjacent to a major node identified as a Suburban Center at the intersection of Highway 90 and Rangeline Road. The parcel lying directly north of the site is outside Mobile city limits and is within the unincorporated area of Mobile County (which has no zoning). The property has been previously developed, however, and contains a mix of manufacturing and industrial uses as seen in the aerial image in Figure 2.

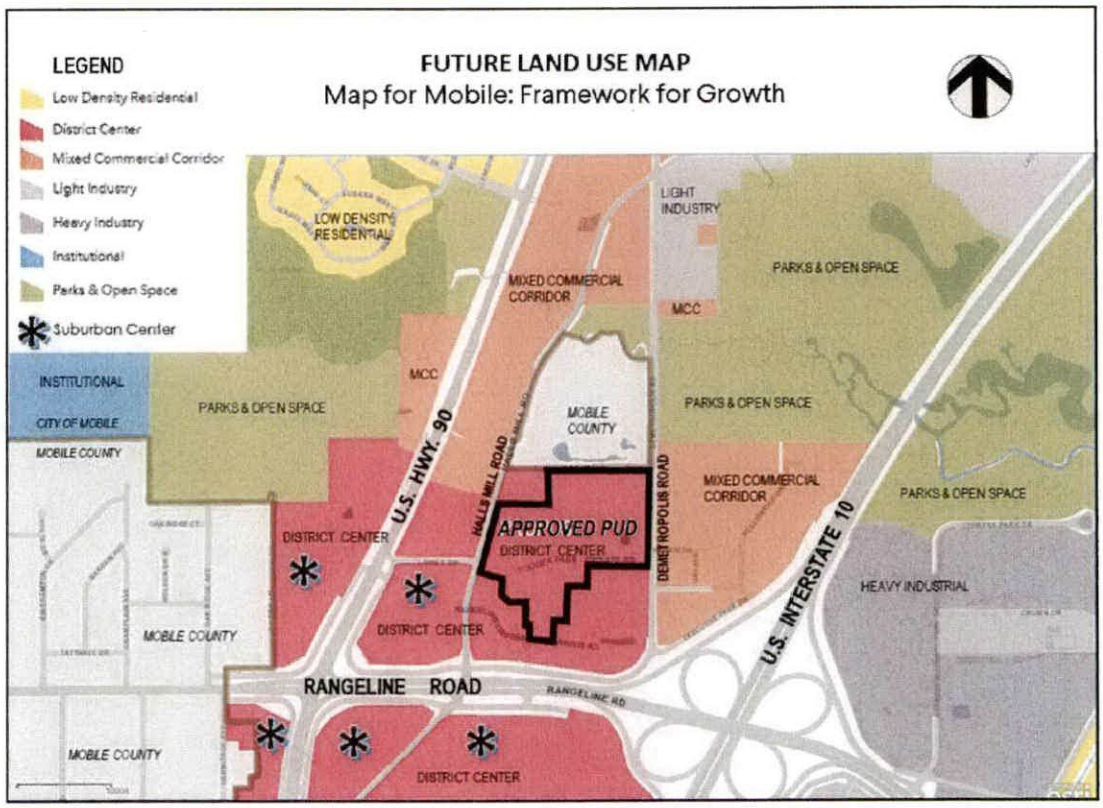


Figure 6: PUD Future Land Use Map with surrounding future development designations. The PUD site's designation for future development is District Center. Source: City of Mobile GIS Data and Comprehensive Plan, customized by the author.

The site's proposed multifamily use and desirable location in a developing area supports several stated goals described in the *Map for Mobile*, including:

Built Environment

- Well-designed infill development in strategic locations
- More mixed-use with less separation of uses – create more activity in given areas
- Better suburban development – minimize additional sprawl to maximize growth in existing areas
- Greater access to jobs and employment centers

Neighborhoods

- Quality, well-designed housing choices
- Diverse housing choices throughout the City
- More residential development located in proximity to jobs and services, especially downtown and major employers

Future Zoning Compatibility

District Centers, the primary future land use designation for the PUD and its immediate vicinity, generally serve surrounding neighborhoods and often include city-wide and region-wide major commercial or institutional employers. DCs are also intended for moderate to high-density residential uses (minimum density of 6 du/ac) in dynamic, horizontal or vertical mixed-use environments that provide a balance of housing and employment. Development in DC locations should encourage pedestrian activity and emphasize connectivity to its surrounding area. The proposal advances these goals by: increasing density (proposed density = 18.55 du/ac); creating a mixed-use center through the introduction of new residential development (no nearby residential); contributing to quality diverse housing choice; providing a pedestrian-friendly environment (sidewalks are located throughout); locating housing near jobs and services; and in connectivity (three connections to adjoining roadways and multiple internal connections).

Areas designated as Mixed Commercial Corridors by the *Map for Mobile* incorporate existing commercial strip-type developments spread along Mobile's primary transportation corridors. Future development in MCC locations should enhance connectivity, improve existing streetscapes, and improve the mobility of all users in the corridor zone.

The site will also help further the goals enumerated for the adjacent Suburban Center node, by adding density, mixing uses, and encouraging the redevelopment of strip centers into mixed-use development.

Future Land Use Compatibility

Housing conditions noted in the *Map for Mobile* planning document cite Mobile's aging housing stock with 72% of all housing units constructed before 1980 and a large segment (43%) of the City's population being renters. However, multifamily and duplex units comprise only 25% of all housing, indicating an inadequate supply of rental options for Mobile families. Thus, the Cathcart Group Apartments at Rangeline Crossing PUD will provide much-needed apartment homes and help transform its surrounding commercial and industrial context into a true mixed-use center. Future residents will benefit from easy access to nearby jobs, shopping, transportation networks, and a variety of services.

The Mobile *Major Street Plan* identifies Halls Mill Road as a minor arterial road, with recommended typologies including Parkways/Boulevards, Avenues, and Streets. Minor arterials may be divided or undivided and should include safe and connected facilities for bicycles and pedestrians. Demetropolis Road is identified as a major collector road with similar recommended typologies

but slower traffic speeds. The site's ideal location in West Mobile and proposed multifamily use places higher density adjacent to several major streets planned for future growth.

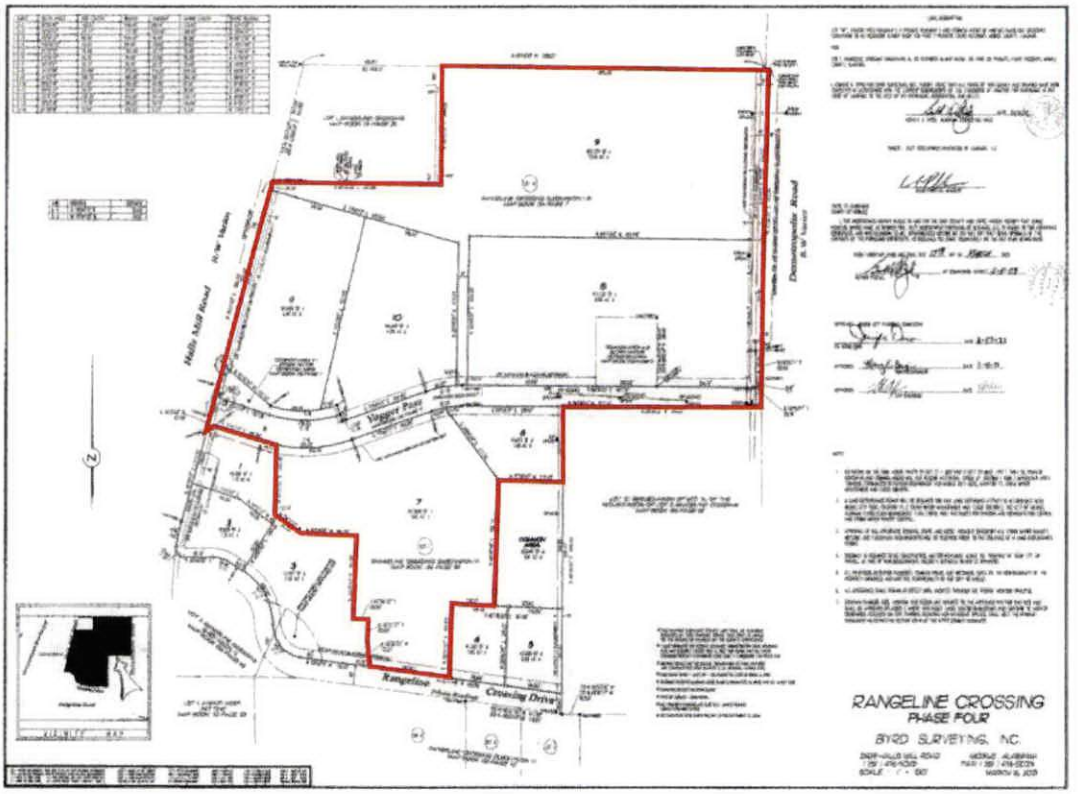
4. PLANNED UNIT DEVELOPMENT STATEMENT

Ownership for the subject Cathcart Group Apartments at Rangeline Crossing PUD will be via an initial holding LLC (Limited Liability Company) to acquire the property and commence entitlement. Single entity LLCs will be created for each phase, with the phase line representing new parcel lines for platting in conjunction with this PUD amendment application. A shared amenities agreement will be put in place to allow residents to use the amenities and common areas located throughout the development. The proposed development is further subject to the Declaration of Restrictive Covenants and Operating Agreement for the overall Rangeline Crossing PUD, as recorded in Instrument #2016065803, Book LR7450, Page 144, Office of the Judge of Probate, Mobile County, Alabama. Documents to assure the maintenance and continued protection of the PUD, amenities, private roads, and open space will be recorded with LLC governing articles.

The Owner's development schedule anticipates the commencement of Phase 1 construction activities to be within approximately 12-months of fully engineered site plan (for construction) approval. Phase 1 and Phase 2 construction activities are anticipated as being approximately twenty-four (24) months as measured from a commencement date established upon the closing of the Owner's construction loan (for each phase). A thirty-three (33) month construction duration is expected for Phase 3 (assuming the phase sizing remains unchanged).

It is worth noting that plan development for future phases (beyond Phase 1), to include engineered site plans (for construction), will not commence until such time as the previous phase is fully stabilized (i.e., 95% occupied). Commencement of construction activities for future phases shall be established upon the closing of the Owner's construction loan for the future phase, and in a fashion similar to what has been previously outlined for Phase 1.

Appendix A – Recorded Plat of Existing Rangeline Crossing Phase Four

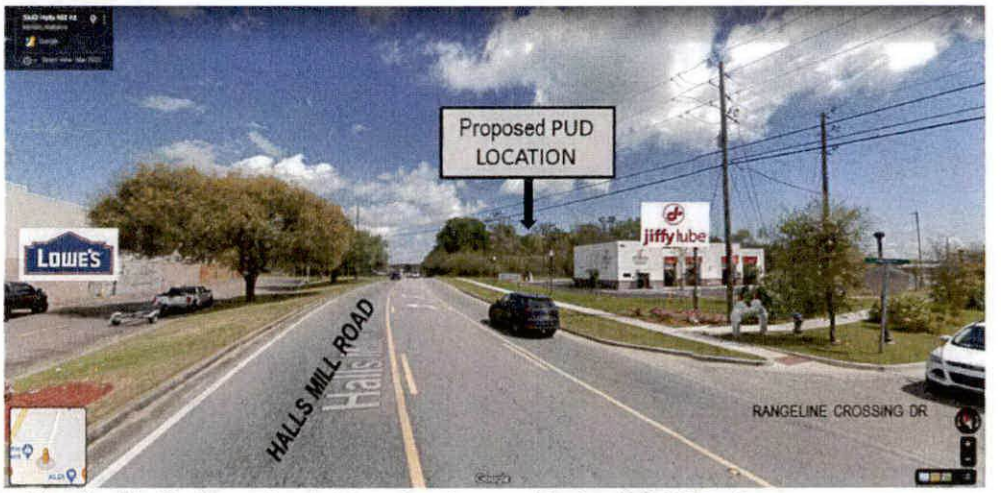


Project Description:

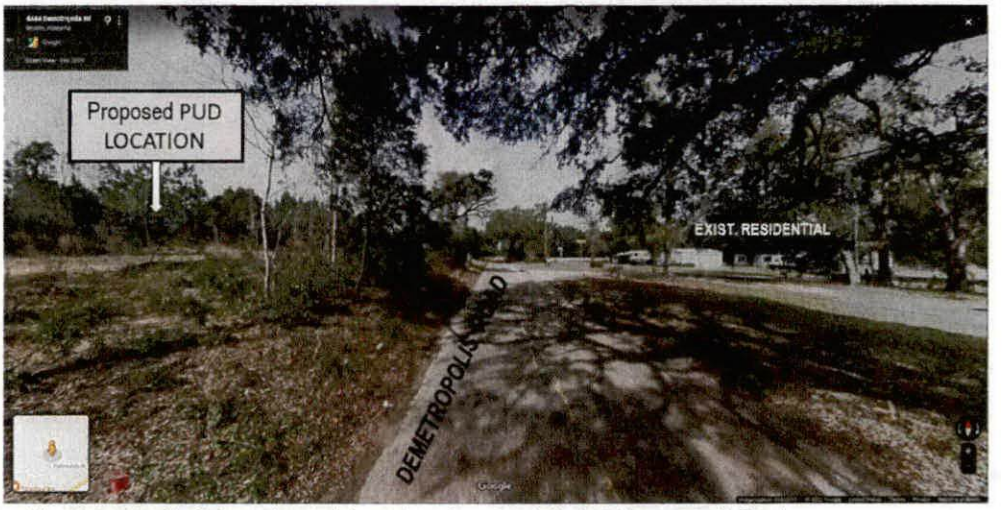
Lots 6-11, Yogger Pass Private Roadway, and Common Areas 1 & 2 as shown on the plat of Rangeline Crossing Phase Four, recorded in Instrument #2021016727 in the Office of the Judge of Probate, Mobile County, Alabama.

Rangeline Crossing PUD Phase Four approved by Mobile Planning Commission December 3, 2020.

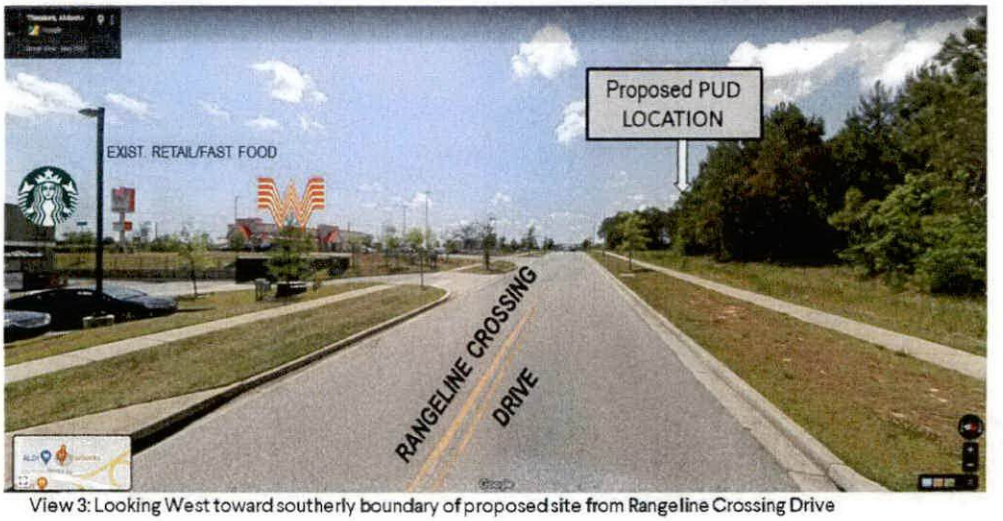
Appendix B – Street Views Illustrating Existing Site Conditions



View 1: Looking North toward westerly boundary of proposed site from Halls Mill Road



View 2: Looking North toward easterly boundary of proposed site from Demetropolis Road



View 3: Looking West toward southerly boundary of proposed site from Rangeline Crossing Drive

Appendix C – Example Images of Similar Projects Constructed by the Developer

Sample Construction Styles and Site Improvements.



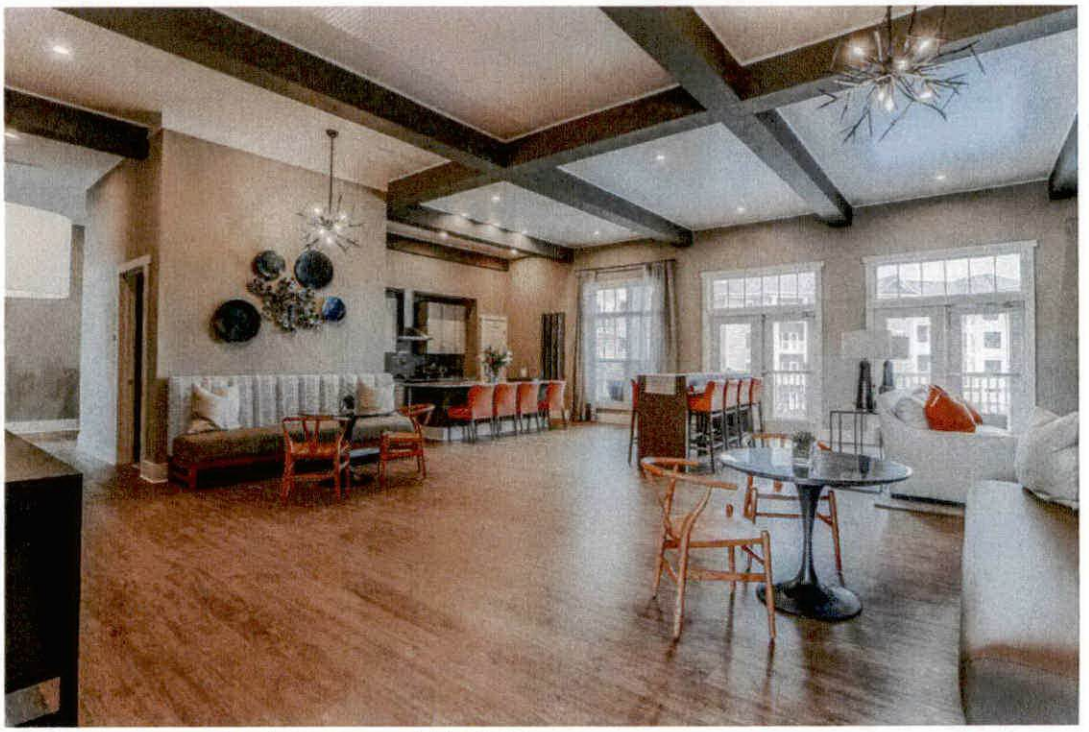
Apartment Building Façade



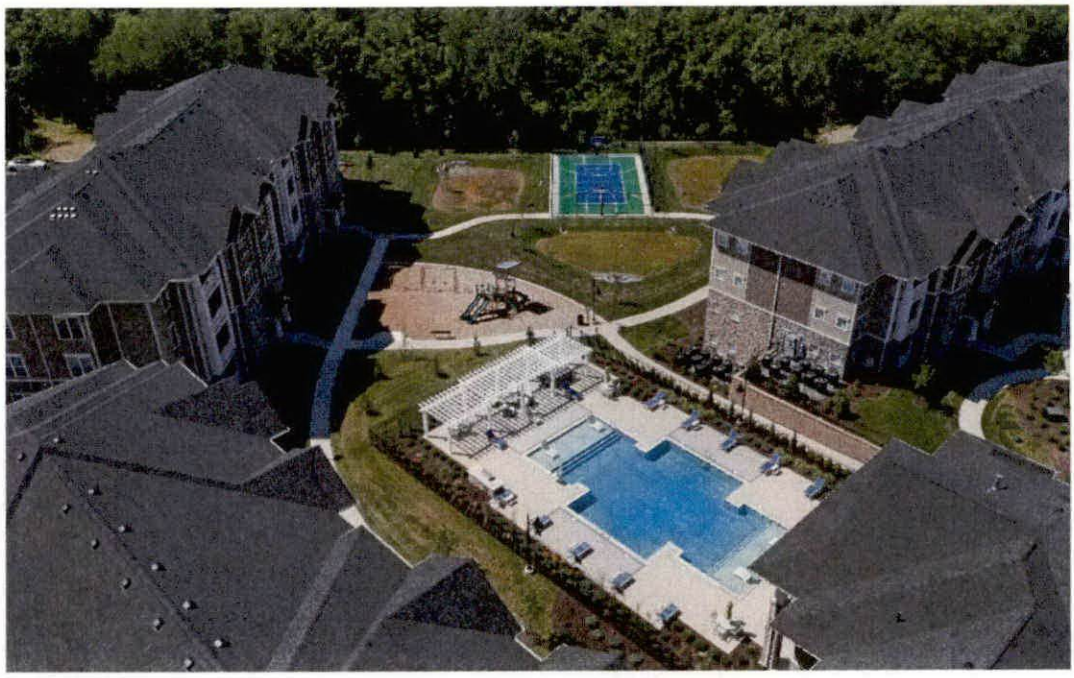
Development Sign and Site Landscape



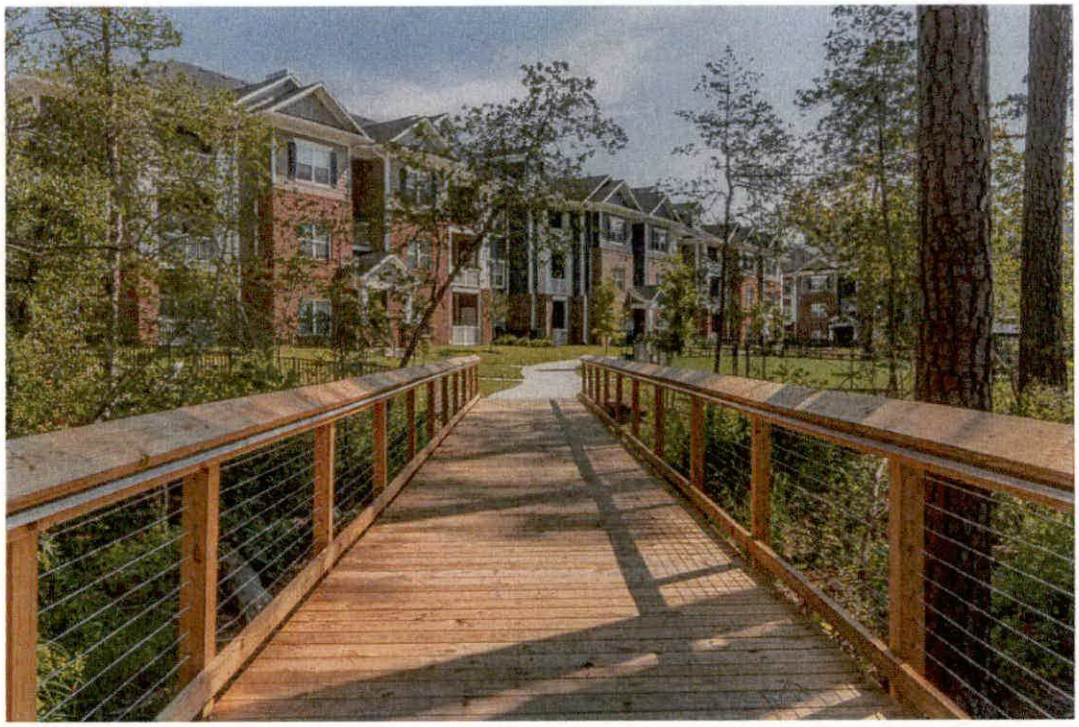
Pool and Clubhouse



Resident Lounge and Activity Rooms within Clubhouse



Multipurpose Courts, Playground, and Recreational Activity Areas



Walking Trails

GMC

Submitted to:

The City of Mobile
Planning and Zoning
205 Government Street
Mobile, AL 36602
251-208-5895

Date: November 16, 2023

Prepared For:

Cathcart Group
200 Reserve Blvd., Suite 200
Charlottesville, VA 22901
434-282-2823
Dan Lamay, Vice President
Development & Pre-Construction

Prepared By:

Goodwyn Mills Cawood
2039 Main Street
Daphne, AL 36526
251-626-2626
Melissa A. Hadley, PhD, RLA, AICP
Project Manager, Engineering

RANGELINE MILL LLC
324 S UNIVERSITY BLVD
Mobile, AL 36609

HENDERSON IVY VICKERY
204 POINCIANA DR
BIRMINGHAM, AL 35209

J B LEVERT LAND COMPANY LLC
3540 S I-10 SERVICE RD W
STE 250
METAIRIE, LA 70001

HENDERSON JAMES L
5840 HENDERSON LANE E
GRAND BAY, AL 36541

EGP 4444 MOBILE LLC, A DELAWARE LLC
C/O EASTERLY GOVERNMENT PROPERTIES INC
2001 K ST NW STE 775
WASHINGTON, DC 20006

LOWES HOME CENTERS INC
A NORTH CAROLINA CORPORATION
PO BOX 1000
MOORESVILLE, NC 28115

RANGELINE LAND ASSOCIATES LLC
200 RESERVE BLVD STE 300
CHARLOTTESVILLE, VA 22901

NALL GEORGE M & EVELYN O NALL
5828 RABBIT CREEK DR
THEODORE, AL 36582

WB REAL ESTATE LLC ATTN: JENNIFER IRVING
2424 RIDGE ROAD
ROCKWALL, TX 75087

CRAWFORD JAMES L SR
4333 DEMETROPOLIS RD
MOBILE, AL 36619

NADG NNN SB (AL) LP
3131 MCKINNEY AVE STE L10
DALLAS, TX 75204

LYNCH LYN M
6200 OVERLAND CR
MOBILE, AL 36693

EDGEWOOD GROUP LP
2305 VALLEY BROOK ROAD
NASHVILLE, TN 37215

F&S INVESTMENT COMPANY INC
98 BOX 2189
GULFPORT, MS 39505

ALDI, INC
2080 ALDI BLVD
MT. JULIET, TN 37122

NORVILLE GROUP LLC
3201 DAUPHIN ST
SUITE A
MOBILE, AL 36606

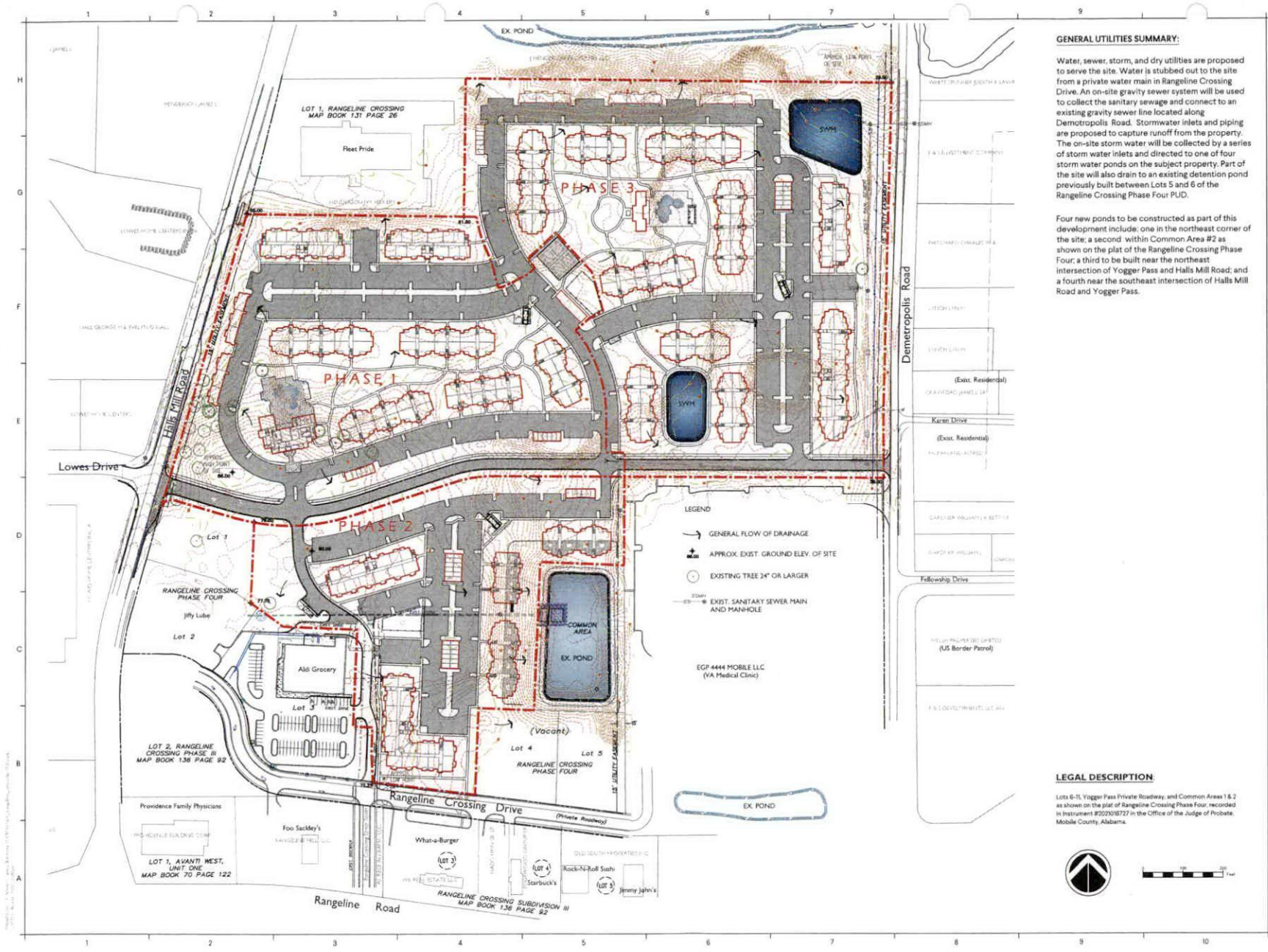
JL MOBILE 1536 LLC
3000 INTERNET BLVD STE 570
FRISCO, TX 75034

S4/7 DEVELOPMENT PARTNERS OF ALABAMA LLC
ATTN CHRIS PFEIFFER
1108 DAUPHIN ST
MOBILE, AL 36604

J HENDERSON PROPERTIES LLC
5840 HENDERSON LANE E
GRAND BAY, AL 36541

OLD SOUTH PROPERTIES INC
1603 W HOBBS ST
ATHENS, AL 35611

PUD SITE PLAN
RANGELINE CROSSING
MOBILE, AL
C-100
CATHCART GROUP
APARTMENTS
AT
RANGELINE CROSSING
GMC
2039 Main Street
Daphne, AL 36526
T 251.626.2626
GMCNTWORK.COM
ISSUE DATE
P.U.D. SUBMISSION 1-5-2022
ADDRESS COMMENTS 3-4-2022
RESTRICTIVE LAYOUT 5-25-2022
PUD AMENDMENT 7/19/2023
DRAWN BY: MAC
CHECKED BY: MAC
SITE DEVELOPMENT SUMMARY
TOTAL SITE AREA 45.01 AC
PROPOSED APARTMENT UNITS 835 (PER ORIGINAL PUD)
PHASE 1 = 270 (AMENDED)
PHASE 2 = 204 (AMENDED)
PHASE 3 = 361 (AMENDED)
GROSS DENSITY 18.55 DU/AC
TOTAL APARTMENT BLDGS. 27
2-STORY = 5
3-STORY = 13
4-STORY = 6
MIXED 3&4 STORY = 3
APARTMENT BLDG. COVERAGE 321,803.10 S.F. (AMENDED)
TOTAL BUILDING COVERAGE 351,312.50 S.F. (AMENDED)
TOTAL SITE BLDG. COVERAGE 18.3% (AMENDED)
NET BLDG. SITE AREA PER DU 418 S.F.
COMMON OPEN SPACE 22.2 AC. (50.3%) (AMENDED)
PARKING SUMMARY
PARKING REQUIRED:
APARTMENTS 1.353 (@ 1.5 PER UNIT)
CLUB & ACTIVITY BLDGS. 33 (@ 1 PER 300 SF)
TOTAL 1,386
PARKING PROVIDED:
STANDARD SURFACE SPACES 1,372 (AMENDED)
HANDICAPPED SPACES 36 (AMENDED)
CARRIAGE UNIT SPACES 30
GARAGE SPACES (INCL. 3 HC) 56 (AMENDED)
TOTAL 1,394 SPACES * (AMENDED TOTAL)
*TOTAL OF PROVIDED PARKING INCLUDES 33 SPACES FOR CLUBHOUSE & ACTIVITY BUILDING.
NOTES
1. Any work performed in the existing R/W (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a R/W permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. The Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control), the City of Mobile, Alabama Flood Plain Management Plan (1984), and, the Rules for Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/ Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.
7. All trash compactors shall be connected to sanitary sewer and have a complete enclosure.
8. No structures are allowed in any easements without the permission of the easement holder(s).
LEGAL DESCRIPTION
Lots 9-11, "Upper Pass Private Roadway," and Common Areas 1 & 2 as shown on the plat of Bellingrath Crossing Phase Four, recorded in Instrument #2021078727 in the Office of the Judge of Probate, Mobile County, Alabama.
LEGEND
PROPOSED SIGN LOCATION
PRIMARY SITE CONNECTION
EXISTING TREE 24" OR LARGER
PEDESTRIAN CIRCULATION ROUTE
VEHICULAR CIRCULATION ROUTE
REVISED ENTRANCE LOCATION
REVISED DRIVE CONNECTION
REVISED BUILDING
PHASE 1
PHASE 2
PHASE 3
SWM
EX. POND
COMMON AREA
Rangeline Road
Rangeline Crossing Drive
Lowes Drive
Hillcrest Road
Demetropolis Road
Fellowship Drive
Kaiser Drive
Hillcrest Family Physicians
Foo Saddery
Walk-a-Burger
Rocky-N-Gail Sushi
Jimmy John's
Serrano's
Aldi Grocery
Jolly Lube
EGF 4444 MOBILE LLC
(VA Medical Clinic)
(US Border Patrol)
(Vacant)
(Exist. Residential)
LOT 1, RANGELINE CROSSING
MAP BOOK 131 PAGE 28
LOT 2, RANGELINE CROSSING PHASE III
MAP BOOK 136 PAGE 92
LOT 1, AVANT WEST, UNIT ONE
MAP BOOK 70 PAGE 122
RANGELINE CROSSING SUBDIVISION III
MAP BOOK 136 PAGE 92
RANGELINE CROSSING PHASE FOUR
MAP BOOK 136 PAGE 92



GENERAL UTILITIES SUMMARY:

Water, sewer, storm, and dry utilities are proposed to serve the site. Water is stubbed out to the site from a private water main in Rangeline Crossing Drive. An on-site gravity sewer system will be used to collect the sanitary sewage and connect to an existing gravity sewer line located along Demotropolis Road. Stormwater inlets and piping are proposed to capture runoff from the property. The on-site storm water will be collected by a series of storm water inlets and directed to one of four storm water ponds on the subject property. Part of the site will also drain to an existing detention pond previously built between Lots 5 and 6 of the Rangeline Crossing Phase Four PUD.

Four new ponds to be constructed as part of this development include: one in the northeast corner of the site; a second within Common Area #2 as shown on the plat of the Rangeline Crossing Phase Four; a third to be built near the northeast intersection of Yogger Pass and Halls Mill Road; and a fourth near the southeast intersection of Halls Mill Road and Yogger Pass.

LEGAL DESCRIPTION:

Lots 6-11, Yogger Pass Private Roadway, and Common Areas 1 & 2 as shown on the plat of Rangeline Crossing Phase Four, recorded in Instrument #2020018727 in the Office of the Judge of Probate, Mobile County, Alabama.

GMC

2039 Main Street
Daphne, AL 36526
T 251.626.2626
GMCNETWORK.COM

ISSUE	DATE
PUD SUBMISSION	7-5-2022
ADDRESS COMMENTS	8-4-2022
REVISE LAYOUT	9-26-2022
PUD AMENDMENT	10-5-2022

DRAWN BY: MAC
CHECKED BY: MAC

CATHCART GROUP APARTMENTS AT RANGELINE CROSSING

PUD SITE PLAN
RANGELINE CROSSING
MOBILE, AL

C-100
sheet

Agenda Item #: 9

SUB-002696-2023 & MOD-002743-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
5041 Rangeline Crossing Drive

Subdivision Name:
Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc. & Daniel Lamay (Melissa Hadley, Goodwyn Mills Cawood, Agent)

Property Owner:
Rangeline Land Associates, LLC

Current Zoning:
B-3, Community Business Suburban District

Future Land Use:
District Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Phase 1: Within 12 months of approval
- Phase 2: Within 24 months of approval
- Phase 3: within 33 months of approval

Proposal:

- Subdivision approval to create three (3) legal lots of record
- Modification of a previously approved Planned Unit Development

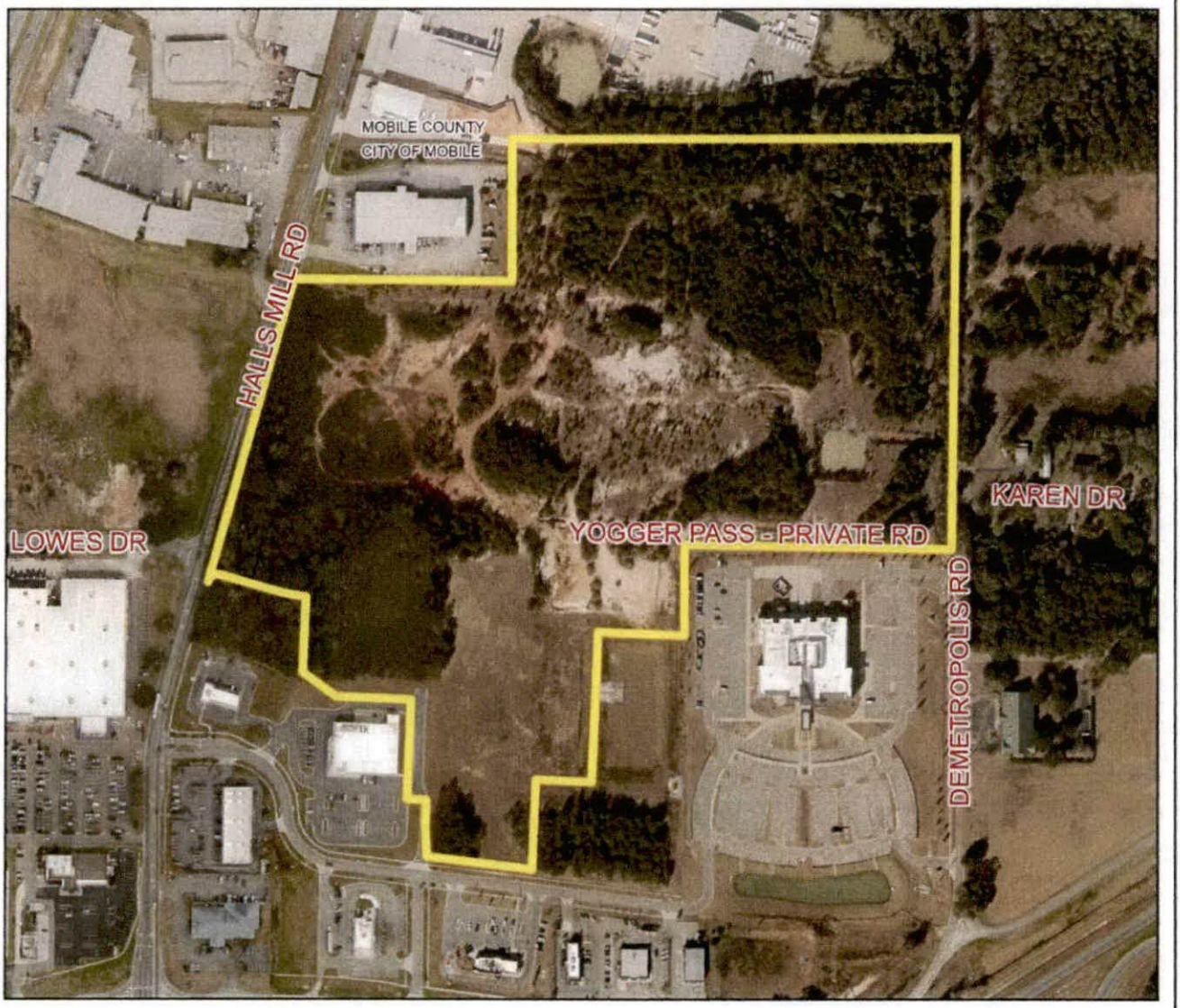
Considerations:

1. Subdivision proposal with eleven (11) conditions; and,
2. Modification of a previously approved Planned Unit Development with fourteen (14) conditions.

Report Contents: **Page**

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Site History 3
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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 9 DATE December 21, 2023

APPLICANT Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11

REQUEST Subdivision, PUD Modification

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NTS

SITE HISTORY

Since being annexed into the City of Mobile in 2008, the site was rezoned by the City Council from R-1, Single-Family Residential District to B-3, Community Business District.

The site has been before the Planning Commission several times for various Subdivisions and Planned Unit Developments since annexation. Most recently, the subject site was before the Planning Commission at its August 4, 2022 meeting to create a two (2) lot Subdivision from six (6) lots and two (2) common areas, as well as a Planned Unit Development to allow the construction of a new multi-family residential development with multiple structures on a single building site.

In August 2023, a Minor Modification of the Previously Approved Planned Unit Development was approved by staff to alter the number of construction phases from two (2) to four (4) phases. The Subdivision was also granted a one (1) year extension by the Planning Commission at its September 21, 2023 meeting, and has not been recorded in Probate Court.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Review and revise the written legal description to include a reference to Yogger Pass (Private ROW).
C. Revise NOTE #1 to read: "As shown on the 1984 aerial photo (FLIGHT 21 - #88) LOTS 1, 2, and 3 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE, LOT 2 – NONE, and LOT 3 - NONE."
D. Revise NOTE #5 – change "ALL PROPOSED..." to "ALL EXISTING AND PROPOSED...".
E. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development Modification (MOD-002743-2023)

Retain NOTES #1 - #6, as shown on the PUD SITE PLAN, SHEET C-100.

Traffic Engineering Comments:

A traffic impact study was prepared for the proposed residential addition to the Rangeline Crossing development. Unlike other studies, this impact study was conducted with existing traffic as it exists currently. Recommended improvements include right and left turn lanes on Halls Mill Rd at the proposed Yogger Pass, as well as a recommended typical section for the Yogger Pass roadway, however, the level of service of Yogger Pass is predicted to be LOS F, which is failing. With the exception of the roadway extension to Demetropolis Road, all improvements are recommended to be constructed concurrent with the development of Phase 1. Due to the failing level of service at the completion of Phase I, the developer should consider other improvements to the

development's access to mitigate the failing level of service for Yogger Pass. Changes to future development which significantly increases trips per day will require a revised Traffic Impact Study and, as appropriate, additional off-site improvements. The adjacent public roadways are estimated to have adequate levels of service however the private streets (Rangeline Crossing Dr and Yogger Pass) are estimated to have failing levels of service in the peak hours. The private street of Rangeline Crossing Dr is proven to have failing levels of service as development was previously to this street. Traffic Engineering recommends the driveway proposed for this residential development to Rangeline Crossing Drive be limited to emergency access only to lessen the impacts to the intersection at Halls Mill Road. Traffic Engineering also recommends that the development as a whole with all of the access roads be studied for recommendations that will improve the levels of services for the access streets. At full build out of Phase Two of the current application it is estimated that the delay for Rangeline Crossing will be 17 minutes during the PM peak and Yogger Pass will have a delay of over 3 minutes. Traffic Engineering approval is contingent upon the completion of off-site improvements as recommended in the traffic impact study. Driveway number, size, location, and design are subject to the approved PUD for this site and shall be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The purpose of the subdivision request is to amend the previously approved and unrecorded Subdivision from 2022 so that the six (6) lots, two (2) common areas, and private street will now form three (3) legal lots of record and a private, internal access road, rather than the previously approved two (2) lots and private street.

The proposed lots exceed the minimum required size in the Subdivision Regulations, and if approved, the lot sizes should be retained in both square feet and acres on the Final Plat.

The proposed lots have frontage on Halls Mill Road, Demetropolis Road and Rangeline Crossing Drive (private street). Both streets have compliant rights-of-way, making no dedications necessary.

The preliminary plat depicts a 25-foot minimum building setback along all street frontages, with the exception of Demetropolis Road, which has a 40-foot setback, which should be retained on the Final Plat, if approved.

A 15-foot utility easement along Demetropolis Road is depicted on the preliminary plat, which should be retained on the Final Plat, if approved. Also, a note should be placed on the Final Plat stating that no structures are allowed in any easement without the permission of the easement holder.

Planned Unit Development Modifications

The most recently approved PUD allowed for multiple buildings on a single building site, and shared access and parking between multiple building sites with a private street. The applicant had a Minor Modification of the Previously Approved Planned Unit Development approved by staff in August 2023 to allow phased construction. However, the applicant now wishes to amend those approvals so that there are a total of three (3) construction phases proposed, each of which will correspond with a single lot of the proposed Subdivision.

Overall, the proposed layout and design of the multi-family development will be the same as previously approved by the Planning Commission, including the overall number of buildings and dwelling units (835). The primary changes in the development's configuration are that the proposed driveway connecting to Rangeline Crossing Drive has been shifted to the West, closer to the existing Aldi Grocery, and what was previously shown as a private street, Yogger Pass, will now simply be an internal access drive.

It should be noted that Traffic Engineering comments will require a change to the site plan in how Rangeline Crossing Drive is accessed. The applicant should coordinate with Traffic Engineering to insure the proposed site plan will comply prior to being recorded in Probate Court.

Because the proposed multi-family development was originally reviewed and approved by the Planning Commission prior to the adoption of the Unified Development Code (UDC), the project shall be developed in compliance with the previous Zoning Ordinance, to include tree planting, landscape area, and parking requirements among others.

The proposed site plan depicts a total of three (3) freestanding signs for the development. The applicant made the same request as part of the previous Planned Unit Development application, and the Planning Commission approval limited the development to two (2) signs, as allowed by right by the Zoning Ordinance. The applicant states they wish to have a sign at each entry to the development. As no additional justification was provided for the additional sign, the development should be limited to two (2) signs, as previously stipulated.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the existing right-of-way information on the Final Plat;

2. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for dedication;
3. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
4. Retention of the 40' minimum building setback line along Demetropolis Road;
5. Provision of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report;
9. Compliance with all Fire Department comments noted in this staff report; and,
10. Completion of the Subdivision process prior to issuance of any building permits.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning a major modification to an existing Planned Unit Development:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
   a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
   b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

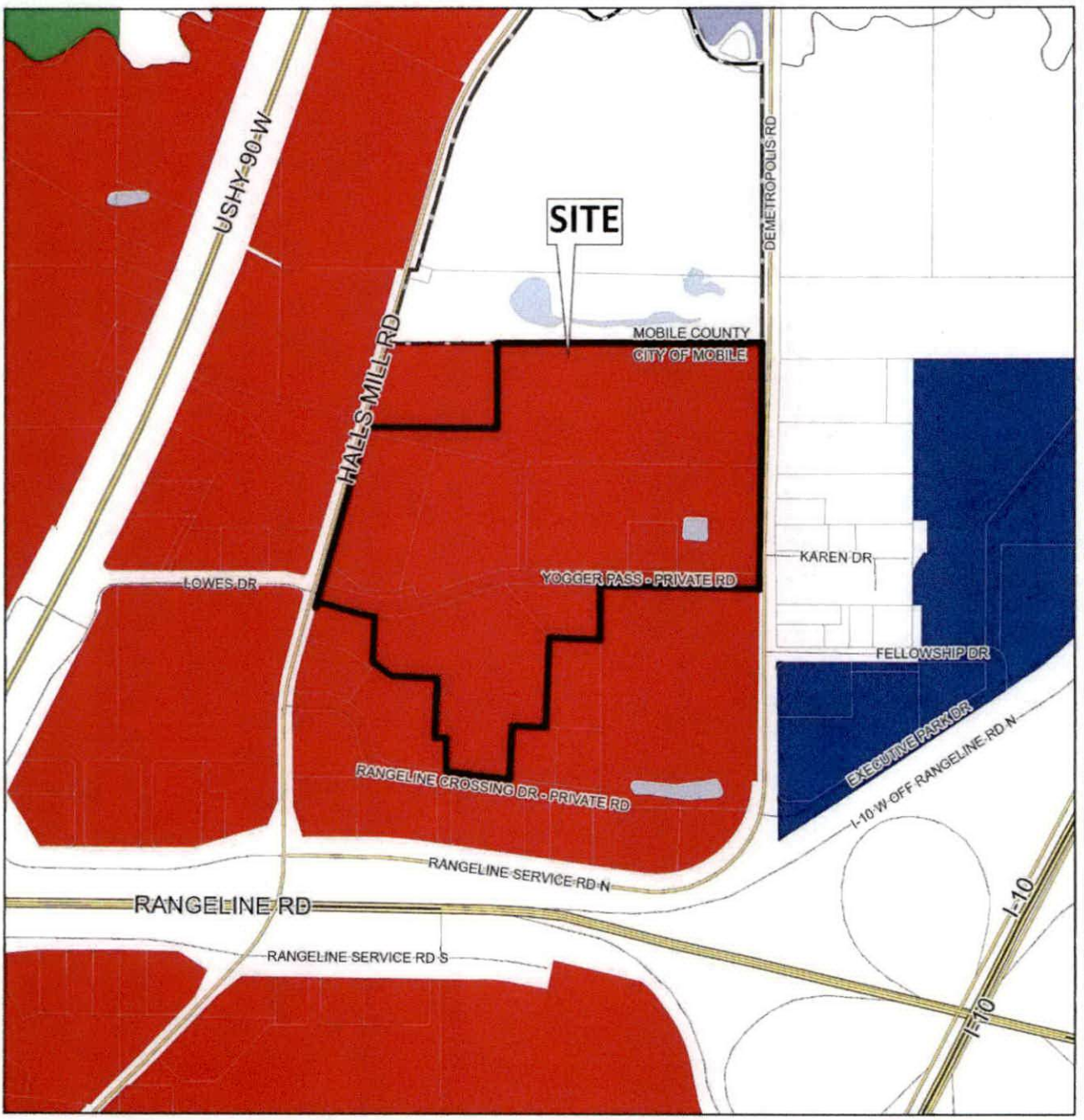
Considerations:

If the Planning Commission considers a recommendation of approval of the major modification, the following conditions should apply:

1. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
2. Retention of the 40' minimum building setback line along Demetropolis Road;
3. Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder;

4. Retention of the note on the site plan to depict that all trash compactors will be connected to sanitary sewer and have a compliant enclosure;
5. Coordination with staff to insure tree plantings are spaced appropriately;
6. Provision of a compliant photometric site plan at the time of permitting;
7. Site is limited to two (2) freestanding signs;
8. Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report;
13. Compliance with all Fire Department comments noted in this staff report; and,
14. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE December 21, 2023

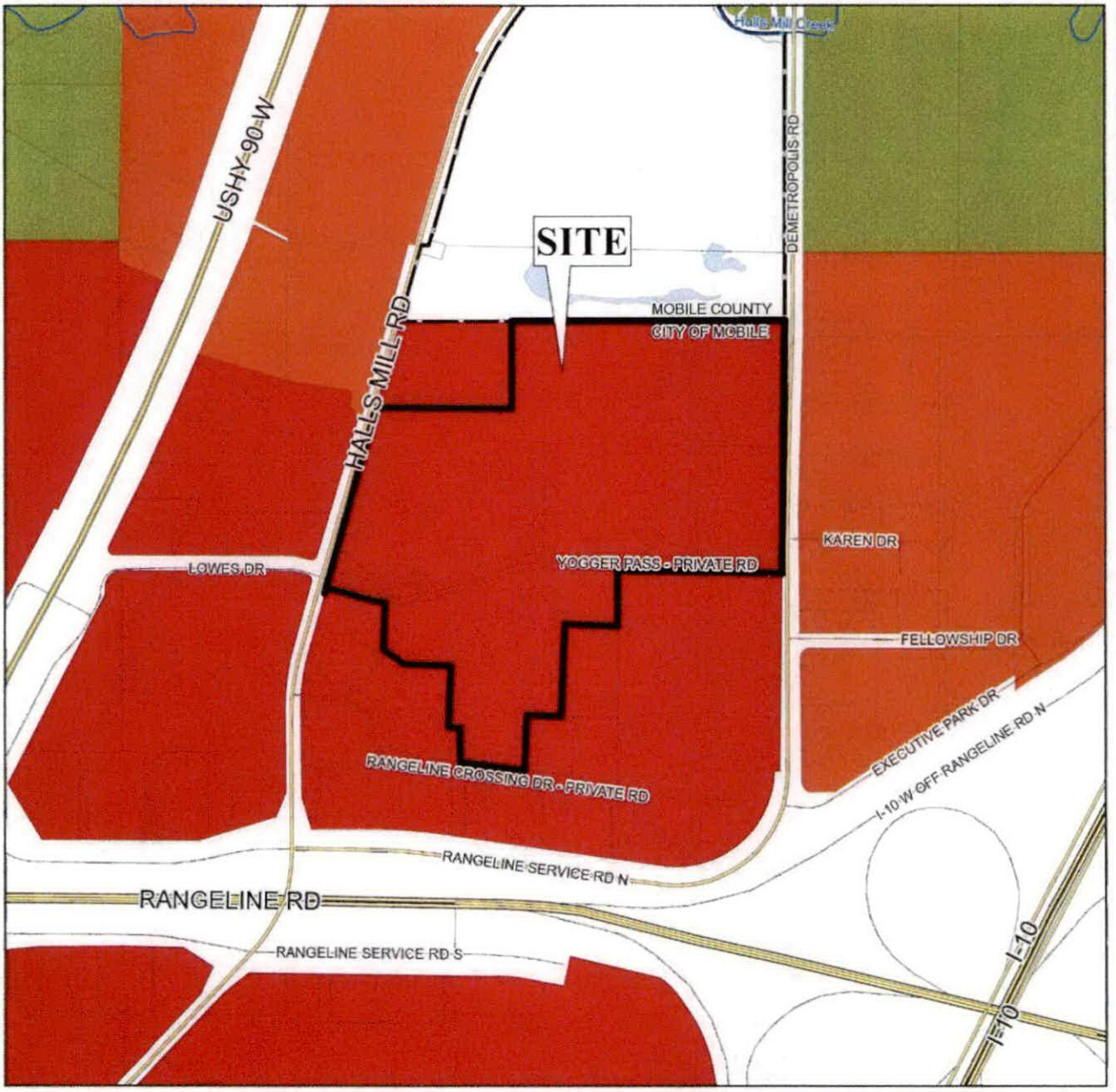
APPLICANT Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11

REQUEST Subdivision, PUD Modification

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FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE December 21, 2023

APPLICANT Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11

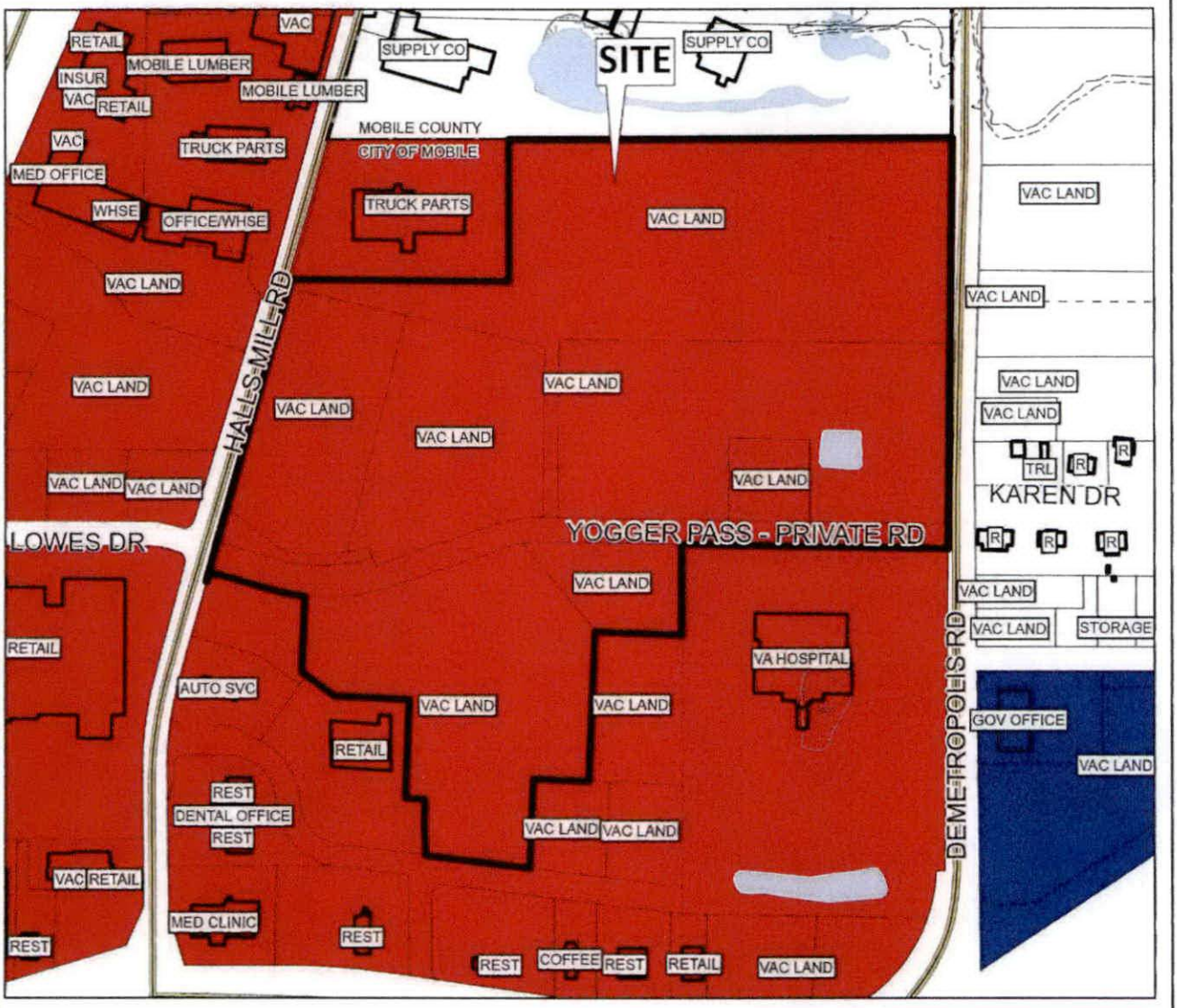
REQUEST Subdivision, PUD Modification

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

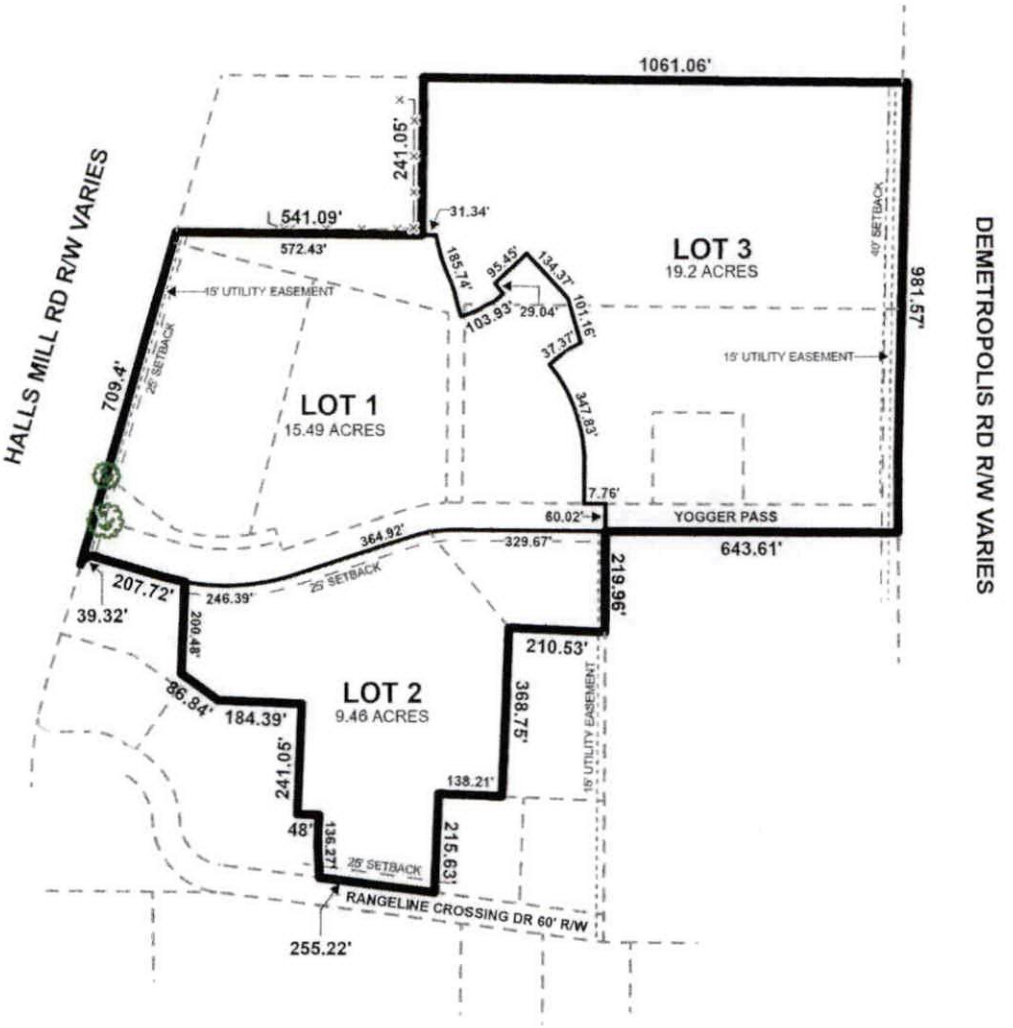
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PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING


SITE
SUPPLY CO
SUPPLY CO
VAC
RETAIL
MOBILE LUMBER
INSUR
VAC
RETAIL
MOBILE LUMBER
MOBILE COUNTY
CITY OF MOBILE
VAC
TRUCK PARTS
MED OFFICE
WHSE
OFFICE/WHSE
TRUCK PARTS
VAC LAND
VAC LAND
VAC LAND

SITE PLAN



The site plan illustrates the existing setbacks, and proposed lots.

APPLICATION NUMBER 9 DATE December 21, 2023 APPLICANT Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11 REQUEST Subdivision, PUD Modification	N NTS

DETAIL SITE PLAN



APPLICATION NUMBER 9 DATE December 21, 2023	N
APPLICANT Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11	
REQUEST Subdivision, PUD Modification	NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

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

DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

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	1/18/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/18/2024 - 2:39 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
Of a Previously Approved Planned Unit Development
For Property located at 3220 Airport Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 14th day of February, 2024, at 10:30 a.m., to consider adoption of an ordinance to modify a previously approved Planned Unit Development for property located at 3220 Airport Boulevard.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 21, 2021 to allow shared access and parking between multiple building sites for the property located at 3220 Airport Boulevard and described as follows:

LOT 11 OF SPRINGDALE MALL SUBDIVISION AS RECORDED IN MB 104, PG 5 IN THE OFFICE OF THE JUDGE OF PROBATE IN MOBILE COUNTY, ALABAMA

WHEREAS, the owner of said property applied for a major modification of the PUD on June 14, 2023 to allow the construction of a drive-thru coffee shop for an existing mixed-use commercial development in a B-3, Community Business Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested modification on July 20, 2023 and recommended approval of the major modification of the PUD subject to the following conditions:

1. Provision of the required parking calculations on a revised site plan;
2. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
3. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;

4. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
5. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
6. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
7. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
8. Revision of the site plan to correct the label for the water and sewer easement;
9. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
10. Provision of a note on the site plan stating future development or development of the site may require additional modification of the PUD to be reviewed by the Planning Commission and City Council;
11. Compliance with all Engineering comments noted in the staff report;
12. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities; The request will minimize traffic hazards and traffic congestion on the public roads;

E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and

H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Provision of the required parking calculations on a revised site plan;
2. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
3. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
4. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
5. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
6. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
7. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
8. Revision of the site plan to correct the label for the water and sewer easement;
9. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
10. Provision of a note on the site plan stating future development or development of the site may require additional modification of the PUD to be reviewed by the Planning Commission and City Council;
11. Compliance with all Engineering comments noted in the staff report;
12. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of February, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 31st day of January, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 3220 Airport Boulevard.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on January 21, 2021. The owner of said property has applied for a modification of the PUD to allow the construction of a drive-thru coffee shop for an existing mixed-use commercial development in a B-3, Community Business Suburban District. If approved, the modification will allow the construction of a drive-thru coffee shop for an existing mixed-use commercial development in a B-3, Community Business Suburban District subject to the following proposed conditions: 1. Provision of the required parking calculations on a revised site plan; 2. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC; 3. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9; 4. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B; 5. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3; 6. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7; 7. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC; 8. Revision of the site plan to correct the label for the water and sewer easement; 9. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder; 10. Provision of a note on the site plan stating future development or development of the site may require additional modification of the PUD to be reviewed by the Planning Commission and City Council; 11. Compliance with all Engineering comments noted in the staff report; 12. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report; 13. Compliance with all Urban Forestry comments noted in the staff report; 14. Compliance with all Fire Department comments noted in the staff report; 15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 16. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 21, 2021 to allow shared access and parking between multiple building sites for the property located at 3220 Airport Boulevard and described as follows:

LOT 11 OF SPRINGDALE MALL SUBDIVISION AS RECORDED IN MB 104, PG 5 IN THE OFFICE OF THE JUDGE OF PROBATE IN MOBILE COUNTY, ALABAMA

WHEREAS, the owner of said property applied for a major modification of the PUD on June 14, 2023 to allow the construction of a drive-thru coffee shop for an existing mixed-use commercial development in a B-3, Community Business Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested modification on July 20, 2023 and recommended approval of the major modification of the PUD subject to the following conditions:

1. Provision of the required parking calculations on a revised site plan;
2. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
3. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
4. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
5. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
6. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
7. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
8. Revision of the site plan to correct the label for the water and sewer easement;
9. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
10. Provision of a note on the site plan stating future development or development of the site may require additional modification of the PUD to be reviewed by the Planning Commission and City Council;

11. Compliance with all Engineering comments noted in the staff report;
12. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities; The request will minimize traffic hazards and traffic congestion on the public roads;

E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Provision of the required parking calculations on a revised site plan;

2. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
3. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
4. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
5. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
6. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
7. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
8. Revision of the site plan to correct the label for the water and sewer easement;
9. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
10. Provision of a note on the site plan stating future development or development of the site may require additional modification of the PUD to be reviewed by the Planning Commission and City Council;
11. Compliance with all Engineering comments noted in the staff report;
12. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Springdale Mall Subdivision (Basin Engineering & Surveying, Agent)
3220 Airport Boulevard
Council District 5
Joel Daves

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

January 16, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of July 20, 2023 considered the request of Springdale Mall Subdivision (Basin Engineering & Surveying, Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) to allow the construction of a drive-thru coffee shop for an existing mixed-use commercial development in a B-3, Community Business Suburban District for the property located at 3220 Airport Boulevard.

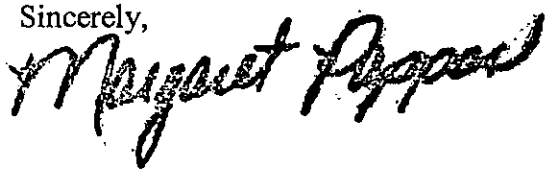
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Provision of the required parking calculations on a revised site plan;
2. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
3. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
4. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
5. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
6. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
7. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
8. Revision of the site plan to correct the label for the water and sewer easement;
9. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
10. Provision of a note on the site plan stating future development or development of the site may require additional modification of the PUD to be reviewed by the Planning Commission and City Council;
11. Compliance with all Engineering comments noted in the staff report;

12. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,



Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 26, 2023

Connor Glennon
Basin Engineering & Surveying
2811 Toulouse Street
Unit B
New Orleans, Louisiana 70119

Re: 3220 Airport Boulevard
MOD-002552-2023
Springdale Mall Subdivision
Basin Engineering & Surveying
District 5
Modification of a previously approved Planned Unit Development to allow the construction of a drive-thru coffee shop for an existing mixed-use commercial development in a B-3, Community Business Suburban District.

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

At its meeting on July 20, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planned Unit Development (PUD) Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major PUD Modification to the City Council, subject to the following conditions:

1. Provision of the required parking calculations on a revised site plan;
2. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
3. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
4. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
5. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
6. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
7. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
8. Revision of the site plan to correct the label for the water and sewer easement;
9. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
10. Provision of a note on the site plan stating future development or redevelopment of the site may require additional modification of the PUD to be reviewed by the Planning Commission and City Council;
11. Compliance with all Engineering comments noted in the staff report;
12. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

The advertising fee for this application based on the current legal description is $665.38. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOD-002552-2023 Springdale Mall Subdivision
July 26, 2023

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
June 27, 2023
PUBLIC HEARING NOTICE

Re: 3220 Airport Boulevard
MOD-002552-2023
Springdale Mall Subdivision
Basin Engineering & Surveying
District 5
Modification of a previously approved Planned Unit Development to allow the construction of a drive-thru coffee shop for an existing mixed-use commercial development in a B-3, Community Business Suburban District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, July 20, 2023, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, July 19, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
June 27, 2023
PUBLIC HEARING NOTICE

Re: 3220 Airport Boulevard
MOD-002552-2023
Springdale Mall Subdivision
Basin Engineering & Surveying
District 5
Modification of a previously approved Planned Unit Development to allow the construction of a drive-thru coffee shop for an existing mixed-use, commercial development in a B-3, Community Business Suburban District.

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, July 20, 2023, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, July 19, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

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City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

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1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Wesley Eustis	
Firm:	Basin Engineering & Surveying	
Phone:	(504) 766-0526	
Email:	weustis@basinengllc.com	
Address:	2811 B Toulouse St.	

	Owner	Design Professional
Name:	Brixmor GA Springdale/Mobile Limited Partnership	Wesley Eustis
Firm:	Brixmor	Basin Engineering & Surveying
Phone:	770-360-8433	(504) 766-0526
Email:	matthew.ryan@brixmor.com	weustis@basinengllc.com
Address:	PO Box 645341, Cincinnatti, OH 45264-5341	2811 B Toulouse St.

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

3220 Airport Blvd. — Property Address

51126 sqft — Property Area (acres or square feet)

R022908193003081.003 — Parcel Number(s) or Key Number(s)

12900117

B-3 — Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

DocuSigned by:
00E32C64C4D4418...
Owner Signature

6/7/2023
Date

Applicant or Agent Signature (if applicable)

06/14/2023
Date

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

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

Applicant or Agent Signature

06/14/2023
Date

DocuSign Envelope ID: FF8E406D-B70B-4CDC-947C-72276BB80DDC

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Matthew Ryan, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Brixmor GA Springdale/Mobile Limited Partnership, a corporation for the property located within the city limits of Mobile, Alabama at 3220 Airport Blvd.

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

Wesley Eustis - Basin Engineering & Surveying	
Designee (1)	Designee (2)
weustis@basinengllc.com	
Email	Email
(504) 766-0526	
Phone Number	Phone Number
DocuSigned by: 00E32C64C4D4418...	June 8, 2023 | 5:41 PM EDT
Signature of Company Owner	Date

DocuSign Envelope ID: FF8E406D-B70B-4CDC-947C-72276BB80DDC

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   The existing site consists of an asphalt concrete parking lot.

   The proposed 7 Brew Drive-Thru Coffee will significantly improve the existing site by providing the most up to date City requirements, and provide a more useful space for the public.

   District Center

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   Lot 11 is currently zoned as B-3 and will remain as a B-3 zoned property with the incorporation of the 7 Brew Coffee. The surrounding properties are also zoned as B-3.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   The proposed 7 Brew Coffee will consist of a redevelopment of the existing parking lot. All the required utilities for this site are readily available and will require no further improvements outside the property. The property has ample space for staging and storage of materials during construction and will pose no risk to traffic flow around the site.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

The max eave height of the building is 19'-2". See provided architectural elevations.

The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

See site plan for proposed landscaped areas. See attached document with the required landscaping requirements and explanation for landscaping hardship consideration.

Lighting:

The existing light poles on site will be reused and rerouted to the 7 Brew Coffee building. See attached site plan for light pole locations. See provided architectural elevations for building exterior lighting.

Hours of operation:

Minimum of: 9:30 A.M. to 9:30 P.M. Monday through Saturday and noon to 6:00 P.M. on Sundays

Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The proposed 7 Brew Coffee operation is not expected to be detrimental to public health, safety, or general welfare. During construction, it is the contractor's responsibility to implement the Best Management Practices necessary for construction.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

The proposed 7 Brew Coffee will redevelop the existing parking lot into a more useful space for patrons, and provide both economic and public benefits for the City of Mobile.

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CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   The existing site consists of an asphalt concrete parking lot. The proposed 7 Brew Drive-Thru Coffee will significantly improve the existing site by providing the most up to date City requirements, and provide a more useful space for the public.

   District Center
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   Lot 11 is currently zoned as B-3 and will remain as a B-3 zoned property with the incorporation of the 7 Brew Coffee. The surrounding properties are also zoned as B-3.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   The proposed 7 Brew Coffee will consist of a redevelopment of the existing parking lot. All the required utilities for this site are readily available and will require no further improvements outside the property. The property has ample space for staging and storage of materials during construction and will pose no risk to traffic flow around the site.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

The max eave height of the building is 19'-2". See provided architectural elevations.

The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

See site plan for proposed landscaped areas. See attached document with the required landscaping requirements and explanation for landscaping hardship consideration.

Lighting:

The existing light poles on site will be reused and rerouted to the 7 Brew Coffee building. See attached site plan for light pole locations. See provided architectural elevations for building exterior lighting.

Hours of operation:

Minimum of: 9:30 A.M. to 9:30 P.M. Monday through Saturday and noon to 6:00 P.M. on Sundays

Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The proposed 7 Brew Coffee operation is not expected to be detrimental to public health, safety, or general welfare. During construction, it is the contractor's responsibility to implement the Best Management Practices necessary for construction.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

The proposed 7 Brew Coffee will redevelop the existing parking lot into a more useful space for patrons, and provide both economic and public benefits for the City of Mobile.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: 7 Brew Drive-Thru Coffee

Address: 3220 Airport Blvd.

Owner: Brixmor GA Springdale/Mobile Limited Partnership

Address: PO Box 645341, Cincinnatti, OH Zip Code: 45264-5341

Phone: 770-360-8433 Fax: 770-442-3776 Email: matthew.ryan@brixmor.com

Authorized Agent: Wesley Eustis, P.E.

Address: 2811 B Toulouse St., New Orleans, LA Zip Code: 70119

Phone: (504) 766-0526 Fax: NA Email: weustis@basinengllc.com

Contractor: TBD

Address: TBD Zip Code: TBD

Phone: TBD Fax: TBD Email: TBD

Civil Engineer: Basin Engineering & Surveying

Address: 2811-B Toulouse St., New Orleans, LA Zip Code: 70119

Phone: (504)766-0526 Fax: NA Email: weustis@basinengllc.com

Architect: HFA-AE, LTD.

Address: 420 Throckmorton St., Ste. 910 Fort Worth, TX Zip Code: 76102

Phone: 817-203-1099 Fax: NA Email: elie.delaune@hfa-ae.com

Submitted by:

Signature

Wesley Eustis, P.E.

Print

06/14/2023

Date

Civil Engineer (Basin Engineering & Surveying)

Affiliation to project/Organization

BASIN
Engineering & Surveying

2811 B Toulouse St. | New Orleans, LA 70119
Office (504) 766-0526 | *Cell* (504) 202-1246
weustis@basinengllc.com | basinengllc.com

June 14, 2023

Planning & Zoning
205 Government Street
3rd Floor, South Tower
Mobile, Al 36602
(251) 208-5895

RE: 7 Brew Drive Thru Coffee
3220 Airport Blvd., Mobile, AL 36606
Modification of Existing PUD – Landscape Reduction Request
Our File # 23-014

To Whom It May Concern:

Per the landscape area requirements of Section 64-3-7 of Article 3 of the UDC, 15% of the site is required to be landscape area in the B-3 (Suburban) District, 60% of which is to be planted between the street-facing property line and any building wall(s) facing the street. With these requirements, the calculated required landscape area of the 51,126sqft site is 7,670sqft with 4,601sqft of frontage required between the Airport Blvd. Service Rd. and 7 Brew Coffee building.

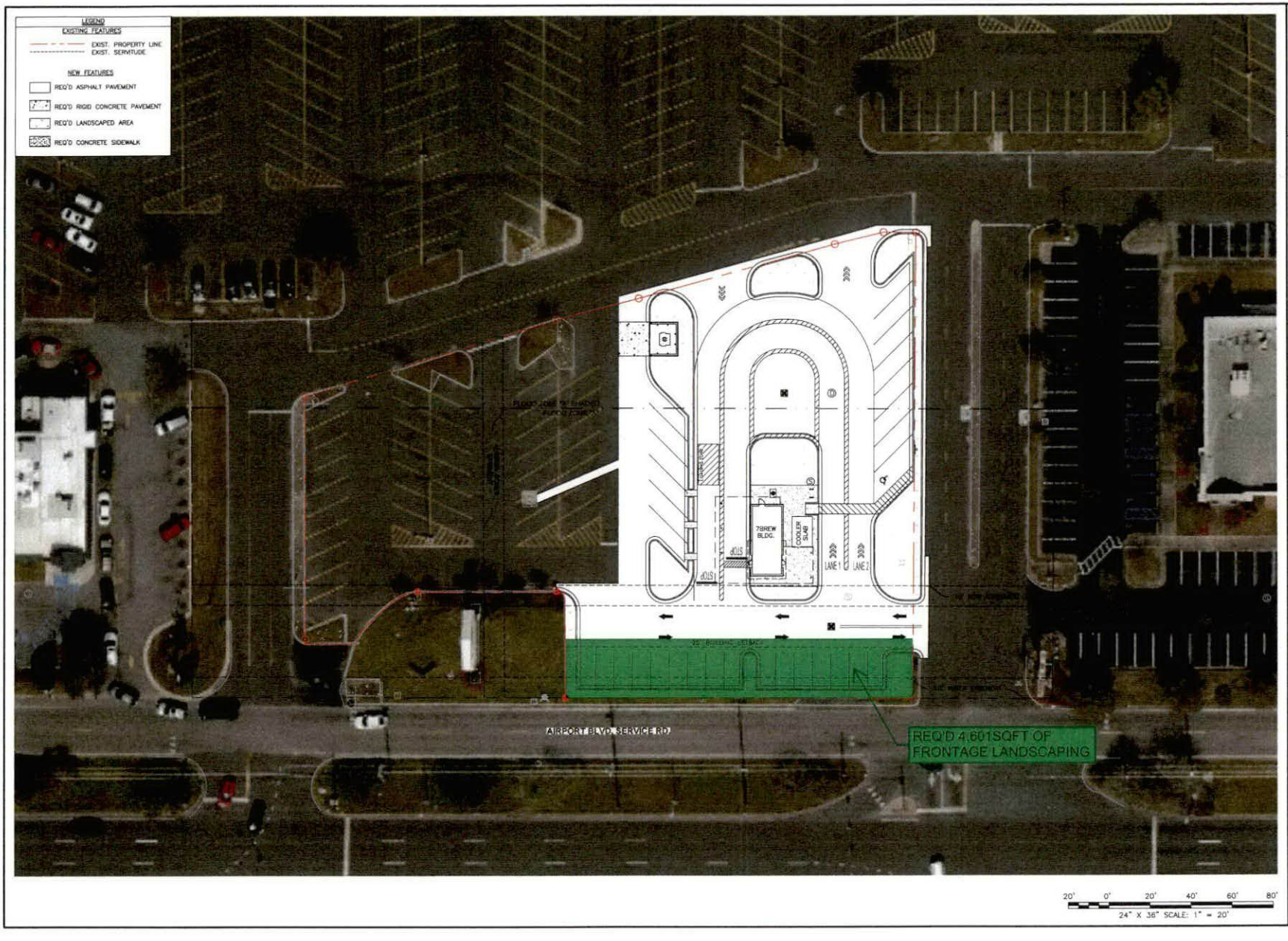
Due to the layout of the site, approximately 5,700 sqft of the lot's frontage is occupied by a landscaped portion of property owned by the Springdale Mall for the shopping center's sign. The 7 Brew Coffee is proposed to have 5,477sqft of total landscaping with 1,500sqft of frontage.

In order to meet the 4,601sqft frontage requirement, the southern most parking spaces and drive aisles will have to be incorporated as landscaping. Despite a reduced amount of landscape frontage proposed, the screening/planting requirements are met as depicted in the provided landscape plan. Additionally, the site's landscaping requirements consider the entire site, not the disturbed portion of the site which is proposed to be significantly less.

With the site-specific information provided above, the required landscape frontage will impact the traffic flow, parking spaces, and location of the building and drive-thru. If possible, consideration for a general reduction in the total landscaping requirements for this site will be appreciated. See attached site plan with the proposed landscaping and the required landscaping highlighted in green as well as the attached landscape plan depicting the required screening.

Please feel free to contact us with any questions.

Wesley Eustis, PE, PLS
Basin, LLC Engineering & Surveying



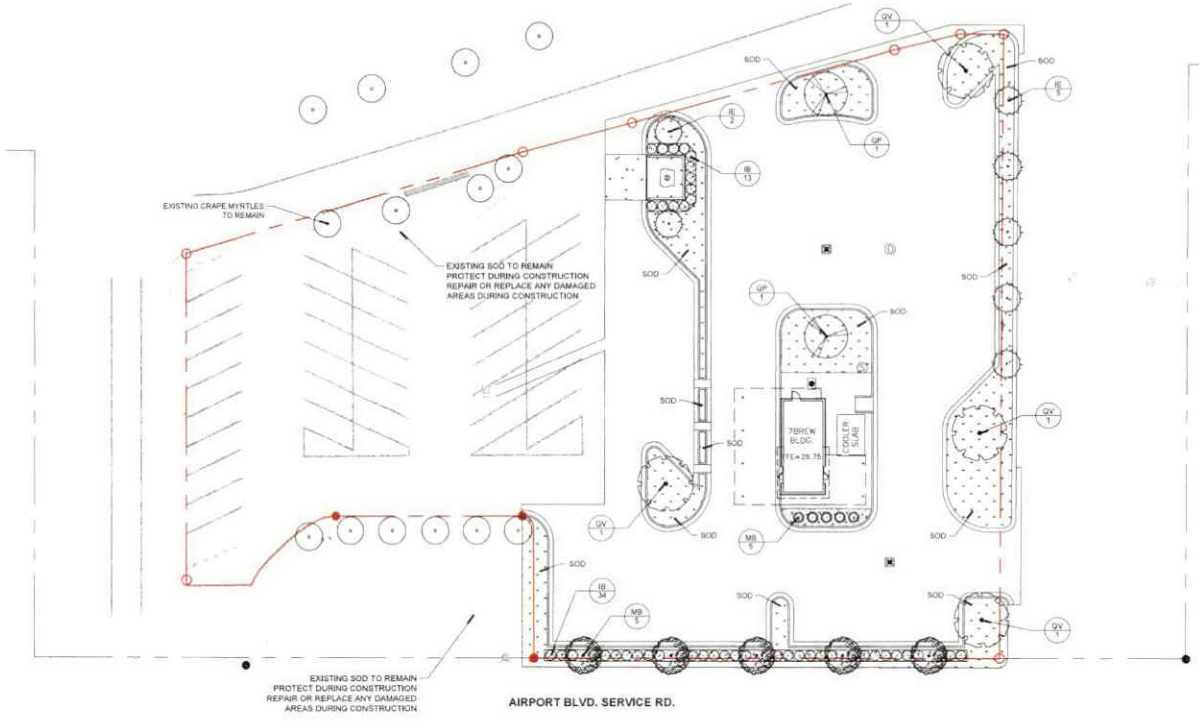
BASIN
Engineering & Surveying
2811 B Tulane Street
New Orleans, Louisiana 70119
(504)-766-0536

PRELIMINARY
"NOT FOR CONSTRUCTION"

SEVEN BREW DRIVE THRU COFFEE
SPRINGDALE MALL
MOBILE COUNTY, ALABAMA
PUD SITE PLAN

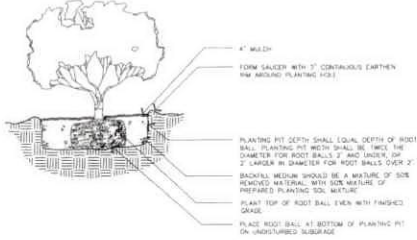
DRAWN BY: PJM
CHECKED BY: WRE
APPROVED BY: WRE

PROJ. NO: 23-014
DATE: 06/06/2023
SHEET NO: SP-01
1 OF 1 SHEETS



LANDSCAPE PLANTING PLAN

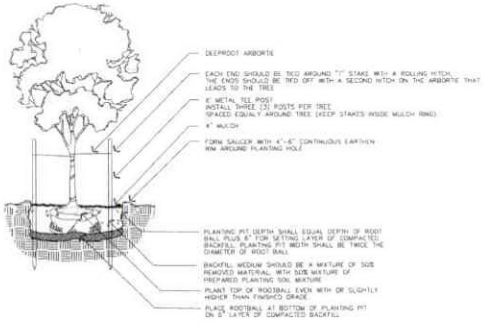
SCALE: 1" = 20'



1 SHRUB PLANTING DETAIL
LS-1 N.T.S.

PLANT SCHEDULE

HERITAGE	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	MB	5	Magnolia grandiflora 'Brackens Brown Beauty' / Bracken's Beauty Southern Magnolia	Gallon or B&B	3" Cal.	10' - 12' Ht.
	QV	4	Quercus virginiana / Southern Live Oak	Gallon or B&B	3" Cal.	12' to 14' Ht.
OVER STORY	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	QP	2	Quercus phellos / Willow Oak	Gallon or B&B	2"-Cal.	10' - 12' Ht.
UNDER STORY	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	IE	7	Ilex x attenuata 'Eagleston' / Eagleston Holly	Gallon or B&B	2"-Cal.	8 - 10' Ht.
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	
	IB	47	Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly	3-Gal.		
	MS	5	Miscanthus sinensis 'Adagio' / Adagio Eulalia Grass	3-Gal.		
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	REMARKS	
	SOD	5,923 sf	Eremochloa ophiuroides / Centipede Sod	Squares or Mini Rolls	Class 'A'	
	MULCH	947 sf	Mulch Area / Pine Straw Mulch	SF	4" Depth	



2 TREE PLANTING DETAIL
LS-1 N.T.S.

IF DRAWING IS NOT 24" x 36" SCALE ACCORDINGLY

ALPHONSE BARCIA III
LANDSCAPE ARCHITECT LLC.
562 CLAYTON COURT
SLIDELL, LOUISIANA 70461
ABARCIA1555@GMAIL.COM
(985) 960-0429

STATE OF LOUISIANA — ALPHONSE BARCIA III — LICENSED LANDSCAPE ARCHITECT

6-11-2023

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND THE PROPERTY OF THE ARCHITECT AND MAY BE USED ONLY ON THE PROJECT NAMED HEREIN. THIS DRAWING SHALL NOT BE REPRODUCED, COPIED OR USED IN WHOLE OR PART WITHOUT WRITTEN PERMISSION OF THE ARCHITECT. ANY USE IS A VIOLATION OF FEDERAL AND STATE COPYRIGHT STATUTES.

Seven Brew Drive Thru Coffee

SPRINGDALE MALL
MOBILE COUNTY, ALABAMA

Sheet Title: Landscape Planting Plan

JOB No.:
SCALE: AS SHOWN
DRAWN BY: ABJ
CHECKED BY: ABJ

SHEET
LS-1

REV.
DATE: JUNE 11TH, 2023

SEVEN BREW DRIVE THRU COFFEE
SPRINGDALE MALL
MOBILE COUNTY, ALABAMA

PUD SITE PLAN

PJM | WRE | WRE

PRELIMINARY
"NOT FOR CONSTRUCTION"

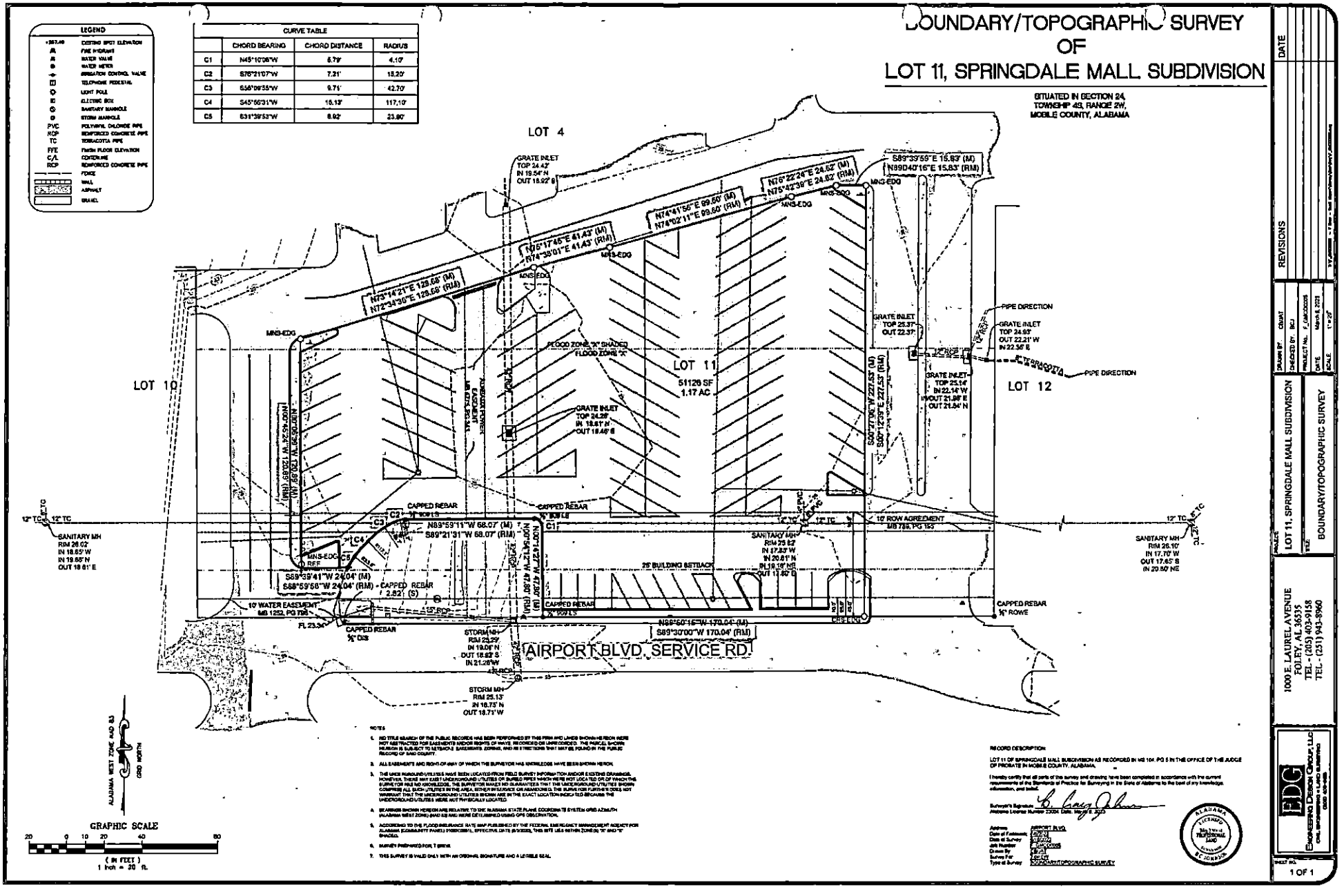
REV. NO.	REVISIONS / COMMENTS	DATE

BASIN
Engineering & Surveying

PROJ. NO. 23-014
DATE 06/06/2023
SHEET NO. SP-01

BOUNDARY/TOPOGRAPHIC SURVEY OF LOT 11, SPRINGDALE MALL SUBDIVISION

SITUATED IN SECTION 24, TOWNSHIP 4S, RANGE 2W, MOBILE COUNTY, ALABAMA



CURVE TABLE			
	CHORD BEARING	CHORD DISTANCE	RADIUS
C1	N45°10'06"W	6.79'	4.10'
C2	S76°21'07"W	7.21'	15.20'
C3	S56°09'55"W	9.75'	42.70'
C4	S45°55'31"W	15.13'	117.10'
C5	S31°39'53"W	8.92'	23.80'

NOTES

1. NO TITLE SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM AND UNDER SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAYS RECORDED OR UNRECORDED. THE PARCEL SHOWN HEREON IS SUBJECT TO SETBACK, EASEMENTS, ZONING, AND RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORD OF SAID COUNTY.
2. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON.
3. THE UNDERGROUND UTILITIES HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR EXISTING DRAWINGS. HOWEVER, THERE MAY EXIST UNDERGROUND UTILITIES OR BURIED PIPES WHICH WERE NOT LOCATED OR OF WHICH THE SURVEYOR HAS NO KNOWLEDGE. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED BECAUSE THE UNDERGROUND UTILITIES WERE NOT PHYSICALLY LOCATED.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE ALABAMA STATE PLANE COORDINATE SYSTEM GRID AZIMUTH (ALABAMA WEST ZONE) (NAD 83) AND WERE DETERMINED USING GPS OBSERVATION.
5. ACCORDING TO THE FLOOD INSURANCE RATE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR ALABAMA (COMMUNITY PANEL) 01050C0311, EFFECTIVE DATE 9/15/2006, THIS SITE LIES WITHIN ZONE(S) "X" AND "X" SHADED.
6. SURVEY PREPARED FOR TBWA.
7. THIS SURVEY IS VALID ONLY WITH AN ORIGINAL SIGNATURE AND A LEGIBLE SEAL.

RECORD DESCRIPTION

LOT 11 OF SPRINGDALE MALL SUBDIVISION AS RECORDED IN MB 104, PG 5 IN THE OFFICE OF THE JUDGE OF PROBATE IN MOBILE COUNTY, ALABAMA.

I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Surveyor's Signature: _____ Alabama License Number 22006 Date: May 6 2025

Address: AIRPORT BLVD.
Date of Fieldwork: 4/30/25
Date of Survey: 5/6/2025
Job Number: 25-045-0005
Drawn By: MJH
Survey For: TBWA
Type of Survey: BOUNDARY/TOPOGRAPHIC SURVEY

ALABAMA LICENSED PROFESSIONAL LAND SURVEYOR

REVISIONS	DATE

Drawn BY: CBrant
Checked By: BCJ
Project No.: F_04620005
Date: March 6, 2025
Scale: 1" = 20'

PROJECT: LOT 11, SPRINGDALE MALL SUBDIVISION
TITLE: BOUNDARY/TOPOGRAPHIC SURVEY

EDG
ENGINEERING DESIGN GROUP, LLC
CIVIL ENGINEERING • LAND PLANNING
SURVEYING • LAND DEVELOPMENT

1000 E. LAUREL AVENUE
FOLEY, AL 36535
TEL - (205) 403-9158
TEL - (251) 943-8960

SHEET NO. 1 OF 1

SPRINGDALE STORES INC C/O A B SNODGRASS
PO BOX 16126
MOBILE, AL 36616

SPRINGDALE MALL JOINT PARTNERSHIP AN C/O HARDING & CARBONE INC
500 EAST BROWARD BLVD SUITE 1130
FT LAUDERDALE, FL 33394

BEL AIR MALL REALTY HOLDING LLC
1010 NORTHERN BLVD STE 212
GREAT NECK, NY 11021

GARO DEKIRMENDJIAN & AROUSSIAK DEKIRMENDJIAN TRUSTEES
8120 LANKERSHIM BLVD
NORTH HOLLYWOOD, CA 91605

SPRINGDALE MALL JOINT C/O RYAN LLC TAX COMPLIANCE
500 EAST BROWARD BLVD., SUITE 1130
FT LAUDERDALE, FL 33394

BASIN ENGINEERING & SURVEYING
2811 B TOULOUSE ST.
NEW ORLEANS, LA 70119

BRIXMOR GA SPRINGDALE/MOBILE LIMITED PARTNERSHIP
PO BOX 645341
CINCINNATTI, OH 45264-5341

Agenda Item #: 12

SUB-SW-002553-2023 & MOD-002552-2023

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

Applicant Materials for Consideration – Sidewalk Waiver

Applicant Materials for Consideration – PUD Modification

DETAILS

Location:
3220 Airport Boulevard

Subdivision Name (as applicable):
Springdale Mall Subdivision

Applicant / Agent (as applicable):
Basin Engineering & Surveying

Property Owner:
Brixmor GA Springdale/Mobile Limited Partnership

Current Zoning:
B-3, Community Business Suburban District

Proposed Zoning (as applicable):
Not applicable

Future Land Use:
District Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan
- Complete Streets Policy

Schedule for Development (as applicable):

- Not Applicable

Proposal:

- Waive the construction of a sidewalk along Airport Boulevard
- Modification of a previously approved Planned Unit Development

Commission Considerations:

1. Sidewalk Waiver request
2. Modification of a previously approved Planned Unit Development with seventeen (17) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER 12 DATE July 20, 2023	N
APPLICANT Springdale Mall Subdivision	
REQUEST Sidewalk Waiver, PUD Modification	NTS

SITE HISTORY

Since 1986 the site has been the subject of various Subdivision and Planned Unit Development (PUD) approvals. A Sidewalk Waiver was granted in 2004 to waive construction of a sidewalk along East I-65 Service Road South. In 2006 and 2020, variances were approved to allow additional signage on the site, and to allow informational signs larger than 20 square feet, respectively. Most recently, in 2021, the Planning Commission approved an 11-lot subdivision of the site, as well as an amendment to the existing PUD to allow shared access and parking between multiple building sites, and to modify a previously approved sign package for the development.

STAFF COMMENTS

Engineering Comments:

Sidewalk Waiver

It appears that there is sufficient room within the ROW, or within the property, for the construction of a sidewalk that could be approved through the ROW Permit process.

Modification of Planned Unit Development

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Any work performed in the existing Public ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Sidewalk Waiver

The subject site consists of Lot 11 of Springdale Mall Subdivision. The applicant proposes to re-develop a portion of the property with a drive-thru coffee shop. Re-development of the site requires a sidewalk to be provided within the public right-of-way. The applicant is requesting to waive construction of a sidewalk along its frontage on Airport Boulevard.

The applicant's comments are available via the link on Page 1 of this report. In summary, the applicant states that the existing mall sign discourages sidewalk installation and that there are no adjoining sidewalks along Airport Boulevard at this location.

The Engineering comments suggest that a sidewalk can be constructed along Airport Boulevard.

Planned Unit Development Modification

The site plan depicts re-development of a portion of Lot 11 of Springdale Mall Subdivision for use as a drive-thru coffee shop. The site will be accessed through Lot 4 of the subdivision, which surrounds the property. One (1) 510 square-foot building is proposed, along with a canopy, a stand-alone walk-in cooler, a dumpster pad and enclosure, and two (2) drive-thru lanes.

Off-street parking is illustrated, but no required parking calculations are provided. Two (2) parking spaces are required per Table 64-3-12.1 of the Unified Development Code (UDC), and more than enough parking is illustrated; however, a table should be placed on a revised site plan with the amount of required parking and the amount of parking provided. Also, re-development of the site requires the provision of parking lot lighting, which must meet the illumination standards of Section 64-3-9.C. A photometric plan will be required at the time of permitting to verify the site will comply with these requirements.

Two (2) bicycle parking spaces are required and must meet the standards of Section 64-3-12.A.9. Compliance with these requirements should be illustrated on a revised site plan.

Additionally, one (1) small off-street loading space is required per Section 64-3-12.B. and should be illustrated on the revised site plan.

No pedestrian walkway is illustrated connecting the building to a public sidewalk. The site needs to meet the pedestrian walkway requirements of Section 64-3-3 of Article 3 of the UDC, unless the request for a Sidewalk Waiver is approved.

No elevation drawings were provided as part of this application, but it should be noted that the proposed building will need to include at least one feature from each of the following design categories, the details of which are found in Section 64-3-6 of Article 3 of the UDC: 1) Site Frontage; 2) Building Form – Height; 3) Building Form – Wall; and, 4) Architectural Feature.

In addition to approval of the PUD modification, the applicant is seeking relief from the UDC to allow reduced landscape area. The applicant provided a narrative regarding the request, which can be viewed using the link to the application materials provided on the first page of this report. Their concern for planting a compliant amount of landscaping centers on how doing so would impact existing site improvements and traffic circulation.

Section 64-2-14.E. of the UDC requires 7,668± square feet (15%) of the site to be landscaped, 4,601± square feet (60%) of which is required to be planted between the street-facing property line and any building wall(s) facing the street. The applicant proposes to plant a total of 5,477 square feet of landscaping, 1,500 square feet of which will be front landscape area (10% of the site, and 32% of the required amount of frontage landscaping). The site is currently paved, with the exception of a few trees. The Planning Commission may consider alternative ways the site could meet the intent of the UDC's landscaping requirements, such as alternative parking lot surfacing, additional tree plantings, etc. If the request is not approved, revision of the site plan will be required to show compliance with the minimum landscape area standards.

Tree plantings are proposed and meet the minimum requirements regarding the number of tree plantings, but the area, dimensional, and canopy standards of Section 64-3-7 for each tree are not illustrated. Furthermore, it's unclear if some trees that are proposed to be planted on adjacent property are being counted toward tree planting requirements for the site. No off-site trees or landscape area can be applied to the site's tree and landscape planting requirements. A tree and landscape area plan will be required at the time of permitting, and it must illustrate compliance with these provisions.

It should be noted that maintenance of all tree plantings and landscape area is the responsibility of the property owner. As such, the property owner is required to sign the tree and landscape plan acknowledging these requirements; or, the applicant may submit a notarized letter signed by the property owner with the same information.

A dumpster pad is illustrated on the site plan, and it appears it will be enclosed. Nevertheless, a note should be placed on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC.

One (1) 10-foot water and sewer easement is illustrated along Airport Boulevard, and another 10-foot water and sewer easement is illustrated across a portion of the site, parallel to the easement along Airport Boulevard. One (1) of the easements is incorrectly labeled as "10' ROW Agreement," and should be corrected on the revised site

plan. A note should also be placed on the revised site plan stating no structures shall be built in any easement without permission from the easement holder.

No signage is depicted on the site plan, and no information regarding signage was provided to staff for review. All proposed signage for the site requires separate reviews by, and permits from, the Planning and Zoning Department. Illuminated signage also requires its design and construction to be completed by a licensed and bonded sign contractor, along with additional Electrical Permits from the Permitting Department.

In compliance with Traffic Engineering comments, the number of driveways, their sizes, locations, and designs are to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-3-12 of the City's Unified Development Code. A note should be placed on the revised site plan stating these comments.

Any future development or redevelopment of the lot may require additional modification of the PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on a revised site plan.

A revised Modified Planned Unit Development site plan (hard copy and pdf) should be submitted to and approved by Planning and Zoning prior to recording the plan in Probate Court, as required by Section 64-5-8-B.2(f).

SIDEWALK WAIVER CONSIDERATIONS

Standards of Review:

The Mobile City Council adopted a "complete streets" policy on May 31, 2011. The purpose of the complete streets policy is to support the design and construction of streets to enable safe access to all users, including pedestrians, bicyclists, transit riders, motorists, commercial and emergency vehicles, and for people of all ages and abilities.

Sidewalks are typically encouraged, even in industrial developments, although the appropriateness of sidewalks should also take into account the existing infrastructure in the area, i.e., does the construction of the existing roadway safely allow for a sidewalk to be utilized.

Considerations:

In rendering a decision, the Planning Commission should evaluate the following factors:

1. The City of Mobile Complete Streets Policy which supports the design and construction of streets for all users, including pedestrians; and
2. The existing infrastructure in the area, such as adequate room for construction of a sidewalk, as well as connectivity to existing sidewalks.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

> Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:
>
> 1. Is consistent with all applicable requirements of this Chapter;
> 2. Is compatible with the character of the surrounding neighborhood;
> 3. Will not impede the orderly development and improvement of surrounding property;
> 4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
>
>   a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
>   b. Includes adequate public facilities and utilities;
>
> 5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
> 6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
> 7. Shall not be detrimental or endanger the public health, safety or general welfare.
> 8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

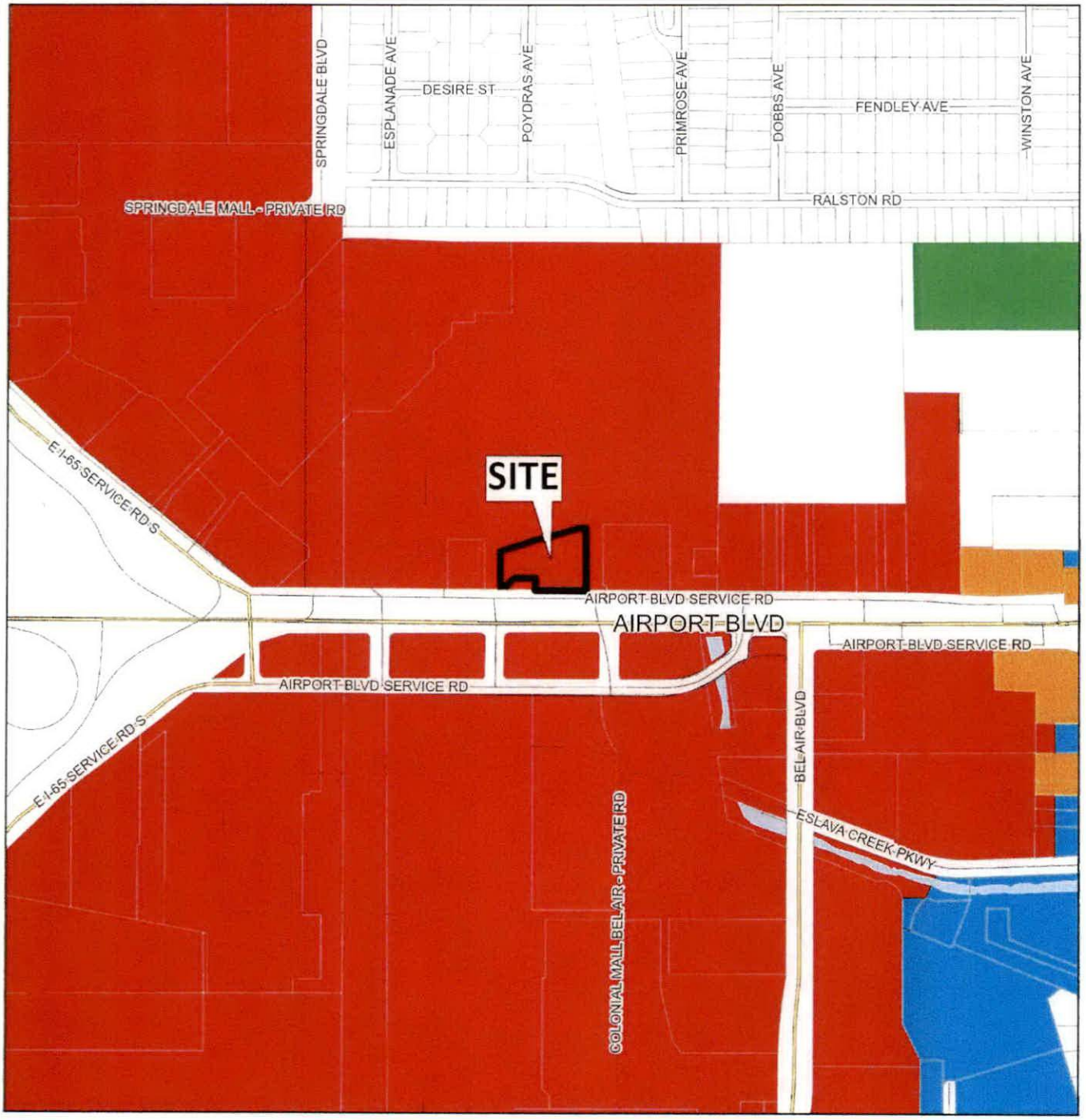
Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development, the following conditions could apply:

1. Provision of the required parking calculations on a revised site plan;
2. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
3. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
4. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
5. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
6. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
7. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
8. Revision of the site plan to correct the label for the water and sewer easement;

9. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
10. Provision of a note on the site plan stating future development or development of the site may require additional modification of the PUD to be reviewed by the Planning Commission and City Council;
11. Compliance with all Engineering comments noted in this staff report;
12. Compliance with all Engineering comments noted in this staff report;
13. Compliance with all Traffic Engineering comments noted in this staff report;
14. Compliance with all Urban Forestry comments noted in this staff report;
15. Compliance with all Fire Department comments noted in this staff report;
16. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
17. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE July 20, 2023

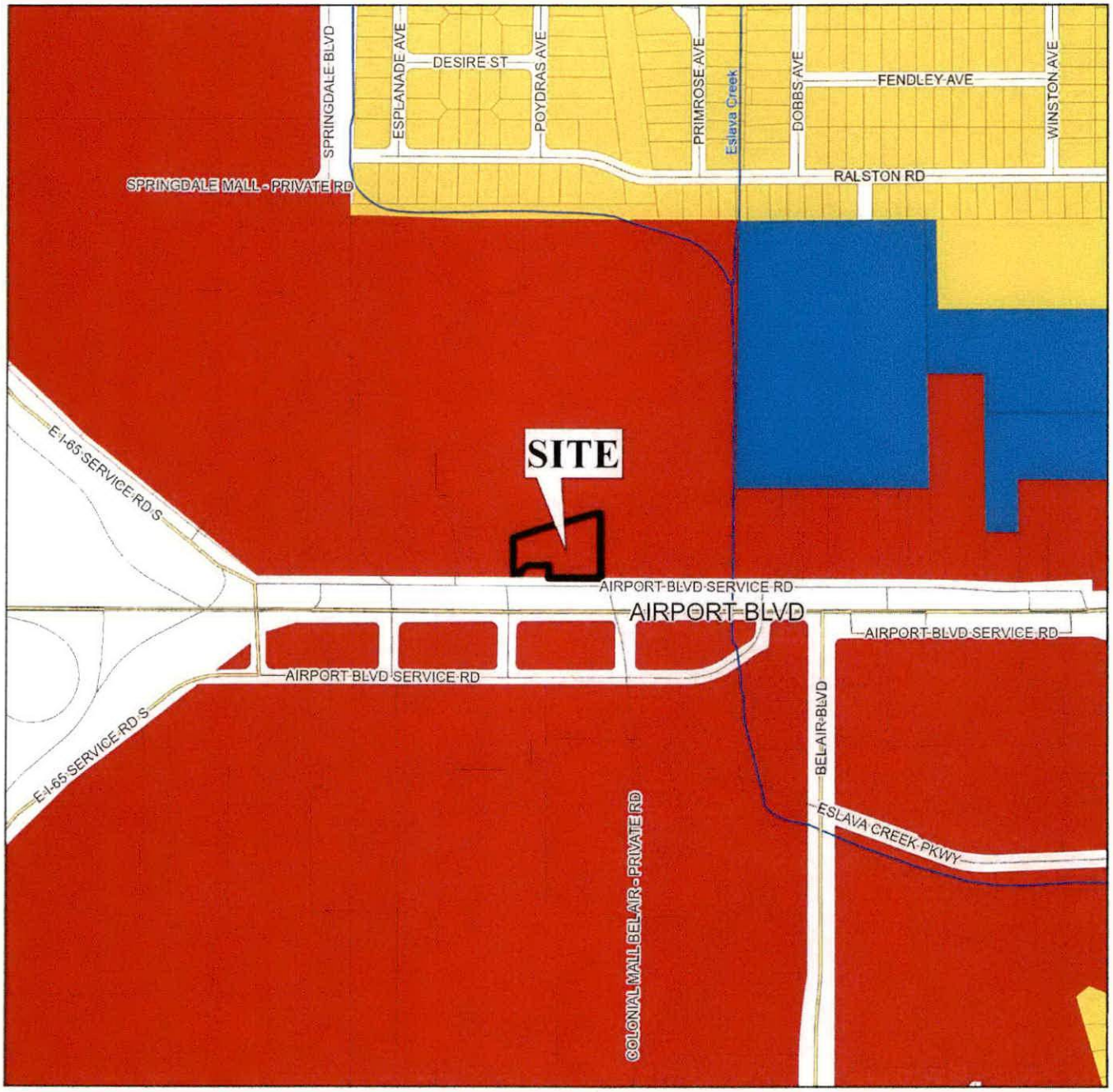
APPLICANT Springdale Mall Subdivision

REQUEST Sidewalk Waiver, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE July 20, 2023

APPLICANT Springdale Mall Subdivision

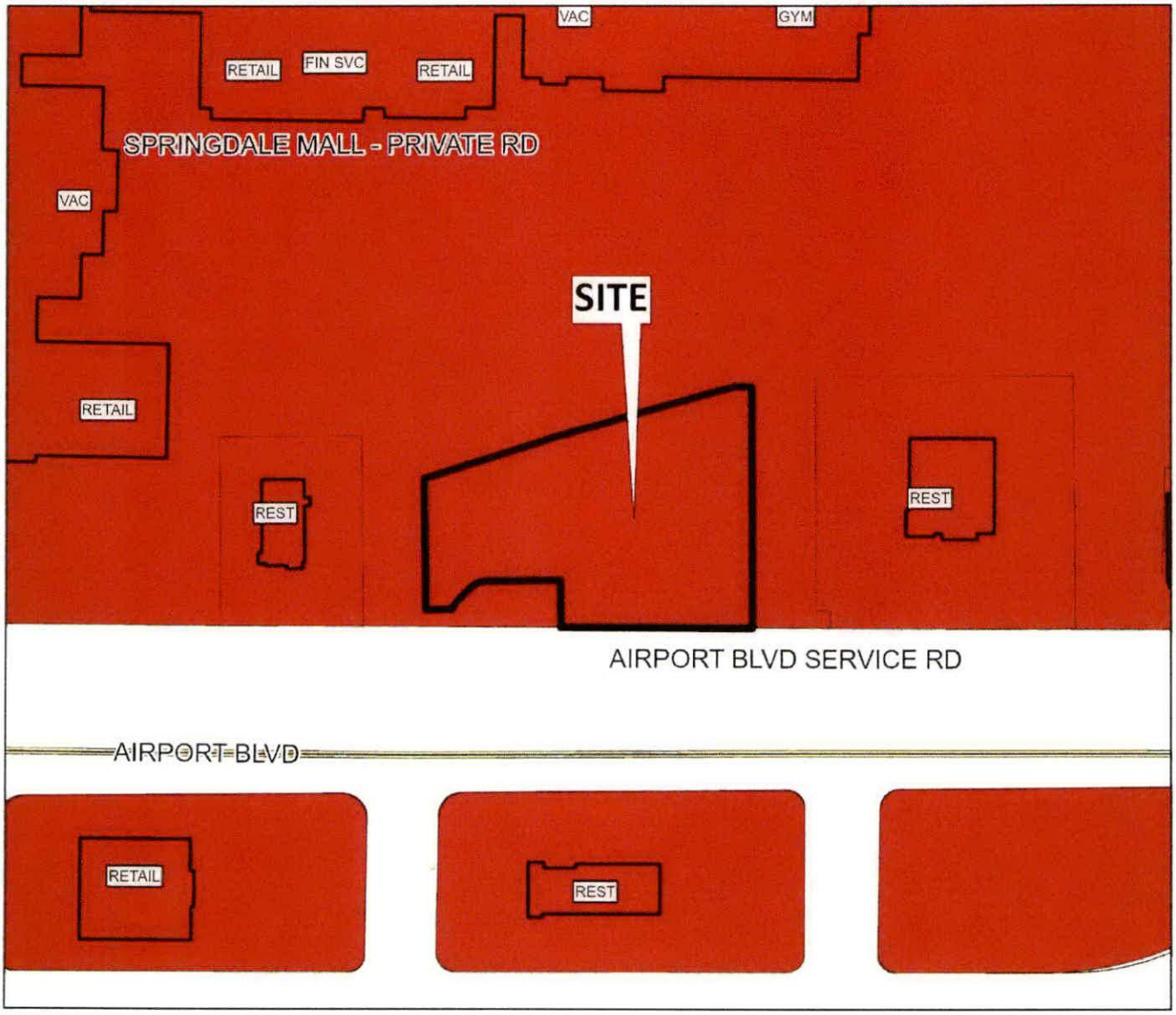
REQUEST Sidewalk Waiver, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 12 DATE July 20, 2023

APPLICANT Springdale Mall Subdivision

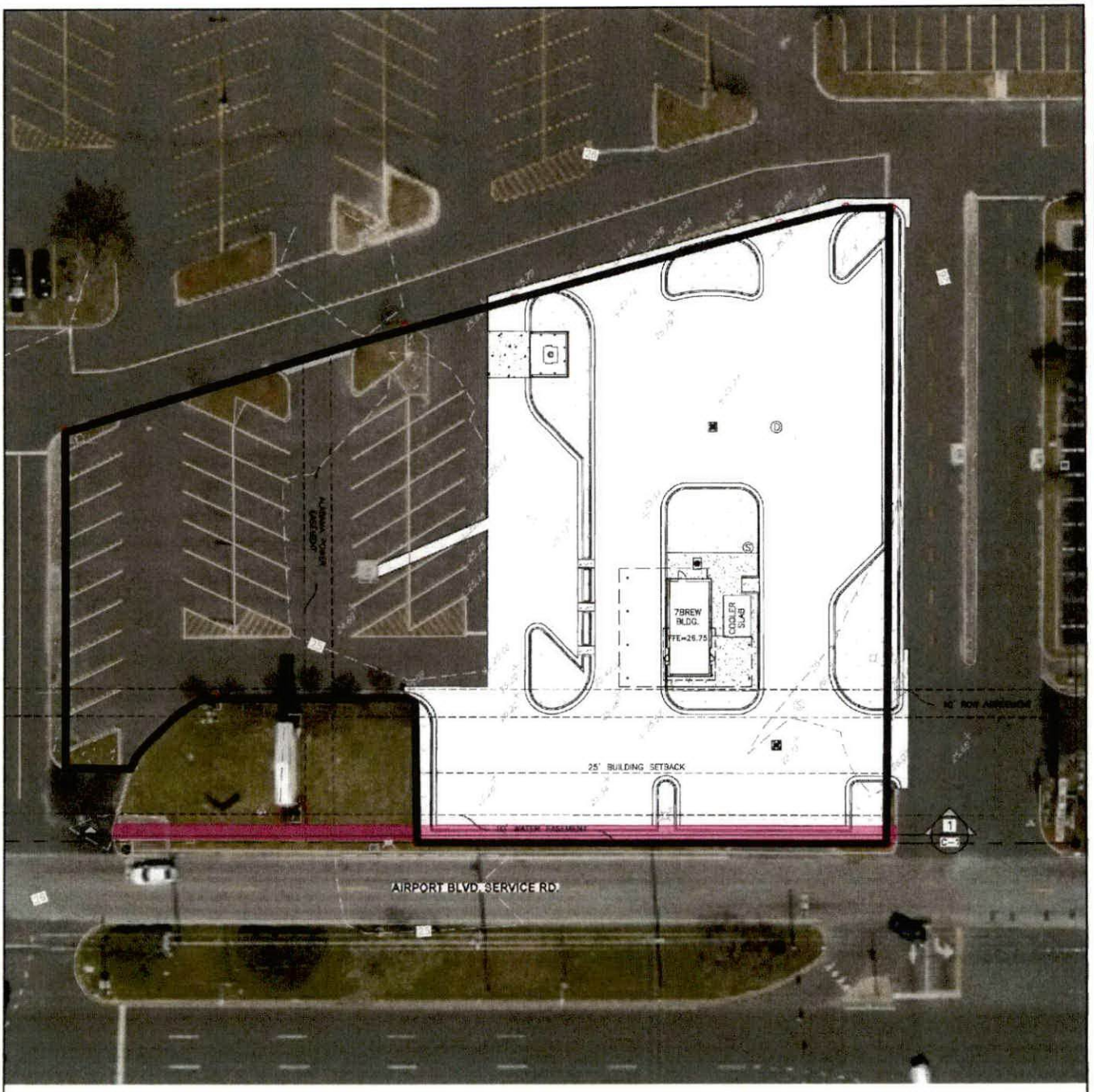
REQUEST Sidewalk Waiver, PUD Modification

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

N

NTS

SIDEWALK WAIVER SITE PLAN



APPLICATION NUMBER 12 DATE July 20, 2023

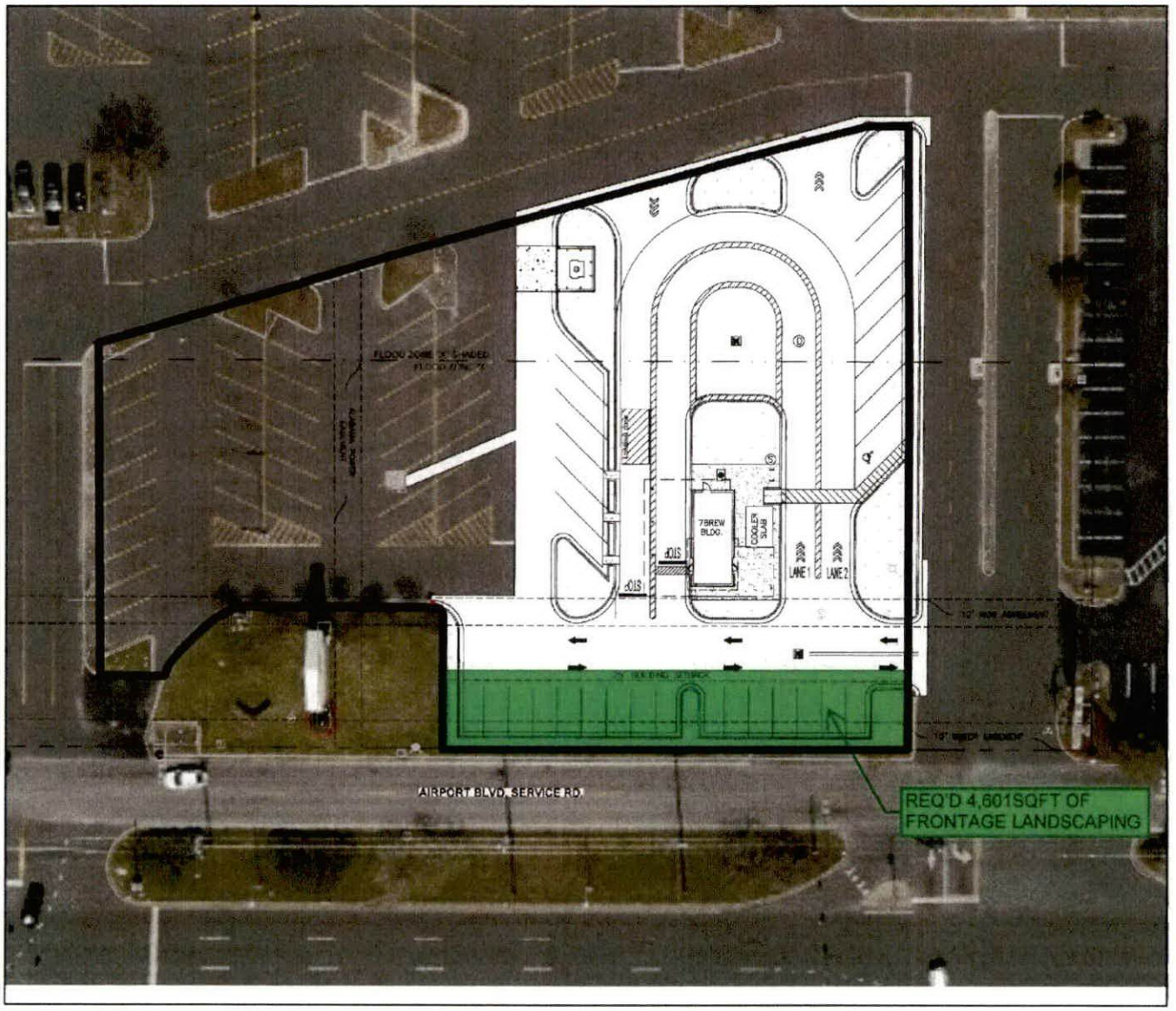
APPLICANT Springdale Mall Subdivision

REQUEST Sidewalk Waiver, PUD Modification

N

NTS

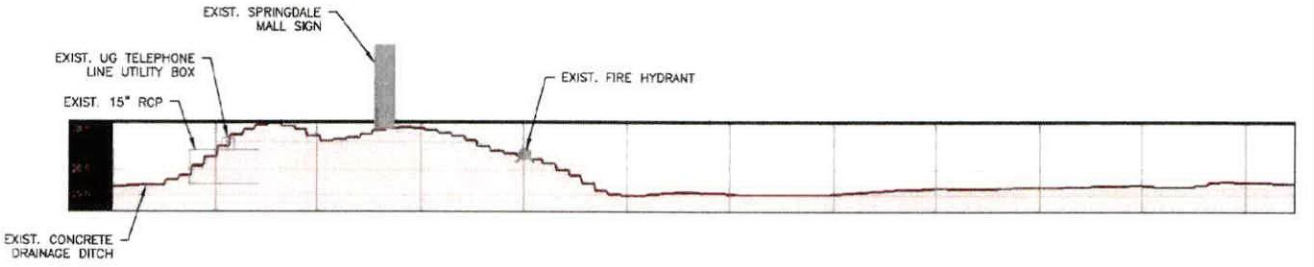
PUD SITE PLAN



The site plan illustrates the proposed buildings, drive through lanes, and parking.

APPLICATION NUMBER 12 DATE July 20, 2023 APPLICANT Springdale Mall Subdivision REQUEST Sidewalk Waiver, PUD Modification	N NTS

DETAIL SITE PLAN



1 SECTION 1 - PROPOSED SIDEWALK CROSS-SECTION

APPLICATION NUMBER 12 DATE July 20, 2023

APPLICANT Springdale Mall Subdivision

REQUEST Sidewalk Waiver, PUD Modification

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (W/DW/RU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	O	
MULTIPLE-FAMILY	R-3	O	■			■	■						□	O	
RESIDENTIAL-BUSINESS	R-B		O			■		■					□	O	
TRANSITIONAL-BUSINESS	T-B		O		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									O	O		□		
DOWNTOWN DEV. DD	SD	O	O	O	O	O	O	O		O	O		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	O	
NEIGH. BUSINESS	B-2		O			□	■	■	■				□	O	
LIMITED BUSINESS	LB-2		O			□	■	■	■				□	O	
COMMUNITY BUSINESS	B-3				■				■			O	□	O	
GEN. BUSINESS	B-4			■					■			O	□	O	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

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

DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

Director Rob Lasky, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the Gary Sinise Foundation in the amount of $20,000.00 in support of the Mobile Law Enforcement Training Classroom Buildout Project. There is no match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $20,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	2/6/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	2/6/2024 - 11:26 AM
Legal	Kern, Chris	Approved	2/8/2024 - 11:33 AM
Legal	Kern, Chris	Approved	2/8/2024 - 11:34 AM
Mayors Office	Barber, James	Approved	2/8/2024 - 1:05 PM

RESOLUTION

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 Gary Sinise Foundation in the amount of $20,000 to support the Mobile Law Enforcement Training Classroom Buildout project.

There is no match required for this grant, which will support the purchase of equipment and materials to enable the MPD to provide no-cost, modern technology-based and officer safety law enforcement training to LEAs in Mobile County and Southwest Alabama that would otherwise be unable to provide this training to their officers and the related services to their communities.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said allocation and to sign any agreements or other documents in connection with this grant application and to provide any information required by the Gary Sinise Foundation. Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/8/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2024 - 11:46 AM

RESOLUTION

Sponsored by: Councilmember Gina Gregory

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) Liquor License
Submitted by:	Alibaba 22, Inc.
Location:	Super K 7160 Airport Boulevard Mobile, AL 36608

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
02/08/2024	TRANSFER - OWNERSHIP	2024 - 5628	127375	February 14, 2024

NOTE: If this letter is altered, or changed in any way, It will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name **ALIBABA 22 INC**

Trade Name (DBA) **SUPER K**

Location Address **7160 AIRPORT BLVD**

City, State, Zip Code **MOBILE AL 36608**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
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CITY CLERK
LISA C. LAMBERT

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Trade Name (DBA) **SUPER K**

Location Address **7160 AIRPORT BLVD**

City, State, Zip Code **MOBILE AL 36608**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
02/08/2024	TRANSFER - OWNERSHIP	2024 - 5628	127375	February 14, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

ALIBABA 22 INC

Trade Name (DBA)

SUPER K

Location Address

7160 AIRPORT BLVD **MOBILE** **AL 36608**

Business Contact Person Information			
Name	Title	Phone	Email
DARSHIL PATEL	MANAGER		BABUSAJI@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? **YES**

What is/was the start date of this business? **01.01.2024**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
02/08/2024	TRANSFER - OWNERSHIP	2024 - 5628	127375	February 14, 2024

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
ALIBABA 22 INC	SUPER K

Business Structure Type	Incorporation Date	Entity ID	State	County
CORP - CORPORATION	03.03.2023	001-066-646	AL	MONTGOMERY

Federal Tax ID (FEIN)	AL State Tax ID
92-2675895	R011741582

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
7160 AIRPORT BLVD	MOBILE	AL	36608

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
7160 AIRPORT BLVD	MOBILE	AL	36608

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE	N/A

Business Contact Person Information

Name	Title	Phone	Email
DARSHIL PATEL	MANAGER ☐ POA	(540) 449-9862	BABUSAJI@GMAIL.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
MONA G VASHI	SUPER K

License Type	License Number	Any ABC Pending Actions
050/070 - RETAIL BEER & WINE (OFF PREMISES)	000997449	NO PENDING ACTIONS

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
JOANNE O BLUM	(251) 610-1736	

Property Owner Address	City	State	Zip Code
7160 AIRPORT BLVD	MOBILE	AL	36608

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
2,200	0	YES	NO	SHOPPING CENTER	PORTION OF

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

Is the business used to habitually and principally provide food to the public? **NO**

Is the business equipped with services and facilities for on premises consumption? **NO**

Will the business be operated primarily as a package store? **NO**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)
PATEL, RIDDHI	OWNER	

Home Street Address	City	State	Zip Code
			36117

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile Number

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	ALIBABA 22 INC	BP OLD SHELL	2150 OLD SHELL ROAD MOBILE 36607
	ALIBABA 22 INC	BP EIGHT MILE	5957 USHY 45 EIGHTMILE 36571

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)
N/A		

Home Street Address	City	State	Zip Code

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile Number

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)
N/A			

Home Street Address	City	State	Zip Code	Phone Number

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

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

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

R.P **The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.**

R.P **The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.**

R.P **The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.**

R.P **The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.**

R.P **Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.**

R.P **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.**

Owner/Applicant Printed Name	Date
Rishi Patel	01-08-24
Owner/Applicant Signature	**Title**
R. Patel	Owner

Sworn to and subscribed before me this 8th day of JANUARY 20 24

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama · State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

January 8, 2024

SUPER K

7160 AIRPORT BOULEVARD

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 127375 TERRITORY 7

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1701683	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

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

01/08/2024 01:39PM SHAWN S.
037798-0017

BUSINESS LICENSE
ALIBABA 22 INC
127375
2024 Item: 1701683
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal **$50.00**
Total **$50.00**

CASH $50.00

Change due **$0.00**

Paid by: ALIBABA 22 INC



Comments: ABC APPLICATION FEE

Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20231219142701670

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
MONA G VASHI
Address: 7160 AIRPORT BLVD
MOBILE, AL 36608
Telephone: 251-786-7654

NEW APPLICANT:
ALIBABA 22 INC
Address: 7160 AIRPORT BLVD
MOBILE, AL 36608
Telephone: 540-449-9862

Current License No: 050-000997449
070-000997449

LICENSED PREMISES ADDRESS: 7160 AIRPORT BLVD MOBILE, AL 36608

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 19 day of December, 2023.

CURRENT LICENSEE (NAMED ON LICENSE)

Mona G. Vashi
Print Name: MONA G. VASHI
Title: Owner

NEW LICENSEE (APPLICANT)

R. P. Patel
Print Name: Riddhi Patel
Title: Owner

WITNESS: (By ABC Enforcement) Sandy Rucker
Revised 9/08

Scanned with CamScanner

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231219142701670

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

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

Trade Name: SUPER K **Filing Fee:**

Applicant: ALIBABA 22 INC **Transfer Fee:** $100.00

Location Address: 7160 AIRPORT BLVD MOBILE, AL 36608

Mailing Address: 7160 AIRPORT BLVD MOBILE, AL 36608

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

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-066-646

Do you sell Draft Beer?:

Date Incorporated: 03/03/2023 **State incorporated:** AL **County Incorporated:** MONTGOMERY

Date of Authority: 03/03/2023

Federal Tax ID: 92-2675895 **Alabama State Sales Tax ID:** R011741582

Name:	Title:	Date and Place of Birth:	Residence Address:
RHIDDI ISHWARLAL PATEL	PRESIDENT		

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: RHIDDI PATEL
Business Phone: 540-449-9862
Fax:

Home Phone: 540-449-9862
Cell Phone: 540-449-9863
E-mail: BABUSAVJI@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: SUPER K
Applicant: MONA G VASHI

Previous License Number(s)
License 1: 050-000997449
License 2: 070-000997449

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STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231219142701670

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: JOANNE OLDNEY ELAM PERSONAL REPRESENTATIVE OF THE ESTATE OF LAVERNE OLDNEY DECEASED 251-613-1736
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: 2200 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

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STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231219142701670

Signature page

Initial each	
R.P	In reference to law violations, I attest to the truthfulness of the responses given within the application
R.P	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
R.P	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.
XXX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
R.P	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
R.P	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.
R.P	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.
R.P	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): Riddhi Patel

Signature of Applicant: R. P. Patel

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

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STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231219142701670

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

License Covers: 7160 AIRPORT BLVD MOBILE AL 36608

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STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the *Code of Alabama 1975*, this Certificate of Incorporation and the appropriate filing fee must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. **The name of the corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with *Code of Alabama* Section 10A-1-5.04):

   ALIBABA 22 INC.

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. Street (**No PO Boxes**) address of principal office of the corporation:

   2160 OLD SHELL RD MOBILE, AL 36607

   Mailing address of principal office (if different from street address):

4. The name of the registered agent (only one agent): RIDDHI PATEL

   Street (**No PO Boxes**) address of registered office (must be located in Alabama):

   *COUNTY of above address: MONTGOMERY

   Mailing address in Alabama of registered office (if different from street address):

(For SOS Office Use Only)

Alabama
Sec. Of State

001-066-646 D/C

Date	03/03/2023
Time	09:14:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

ANY AND ALL LAWFUL PURPOSES FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED;
the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 1500 Par Value 0.01 (optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☑ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

*County of Registered Agent is requested in order to determine distribution of County filing fees.

3 / 3 / 2023
Date (MM/DD/YYYY)

LOVETTE DOBSON
Signature as required by 10A-2A-1.20

ORGANIZER
Title

ALIBABA 22 INC.

Name and address of each initial member:

RIDDHI PATEL
8805 BRODERICK ST
MONTGOMERY AL 36117

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

ALIBABA 22 INC.

This name reservation is for the exclusive use of RIDDHI PATEL, 8805 BRODERICK ST, MONTGOMERY, AL 36117 for a period of one year beginning March 03, 2023 and expiring March 03, 2024

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

March 03, 2023

Date

RES077190

Wes Allen **Secretary of State**

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-03-2023

Employer Identification Number:
92-2675895

Form: SS-4

Number of this notice: CP 575 A

ALIBABA 22 INC
2160 OLD SHELL RD
MOBILE, AL 36607

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-2675895. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correctic ··ing the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120 04/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

ALIBABA 22 INC
2150 OLD SHELL RD
MOBILE, AL 36607-3243

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011741582	04/1/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

James N. Scarbrough

Deputy Commissioner

NAICS CODE: 457110

ALABAMA DEPARTMENT OF REVENUE
P.O. BOX 327900
MONTGOMERY, AL 36132-7900
SLS

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by **alibaba22INC**

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 14 day of December 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Thomas McGuffin	Thomas McGuffin	August 31, 2026

Notary Stamp

THOMAS MCGUFFIN
My Commission Expires
August 31, 2026

Owner of Property (Print Name)	Applicant Name (Print Name)
JOANNE OLENSKY BLUM	RIDDHI PATEL
Owner of Property (Signature)	**Applicant Name (Signature)**
JOANNE OLENSKY BLUM	RI PATEL
Street Address	**Street Address**
7160 AIRPORT BLVD	
City, State, Zip	**City, State, Zip**
MOBILE AL 36608	
Date Agreement Signed	**Date Agreement Signed**
12/14/23	12/14/23

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Information for address:
7160 AIRPORT BLVD

- **Parcel Information:**

Key / ID:
01499505 / R022804191001061.000
Owner:
Olenskys Inc
7156 Airport Blvd

Mobile, Al 36608

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
7

- **Township/Range/Section:**
4s2w19

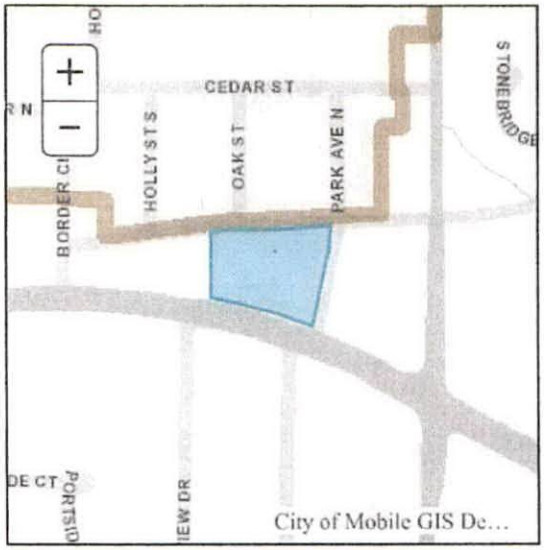
- **Tract Census 2010:**
006403

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1745127.127
Y: 250742.669

- **Zoning:**
Check zoning on Planning & Zoning



Services:

- **Fire District:**
Fire Station 26 Public Safety Complex

- **Garbage Pickup Day:**
Tuesday-West - Route Annex

- **Police Precinct / Beat:**
Precinct - 4 / Beat - 46

- **Trash Pickup Day/ Unit:**
Friday North - biweekly / Td-13

- **Community Action Group:**
N/A

Political:

- **City Council District:**
7 - Gina Gregory

- **County Commissioner District:** 2

- **State House District:** 100

- **State Senate District:** 34

School:

- **Elementary School District:**
Taylor White

- **High School District:**
Baker

- **Middle School District:**
Causey

- **School Board District:** 5

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 3

- **Flood Zone:**
Check flood zone on City Map

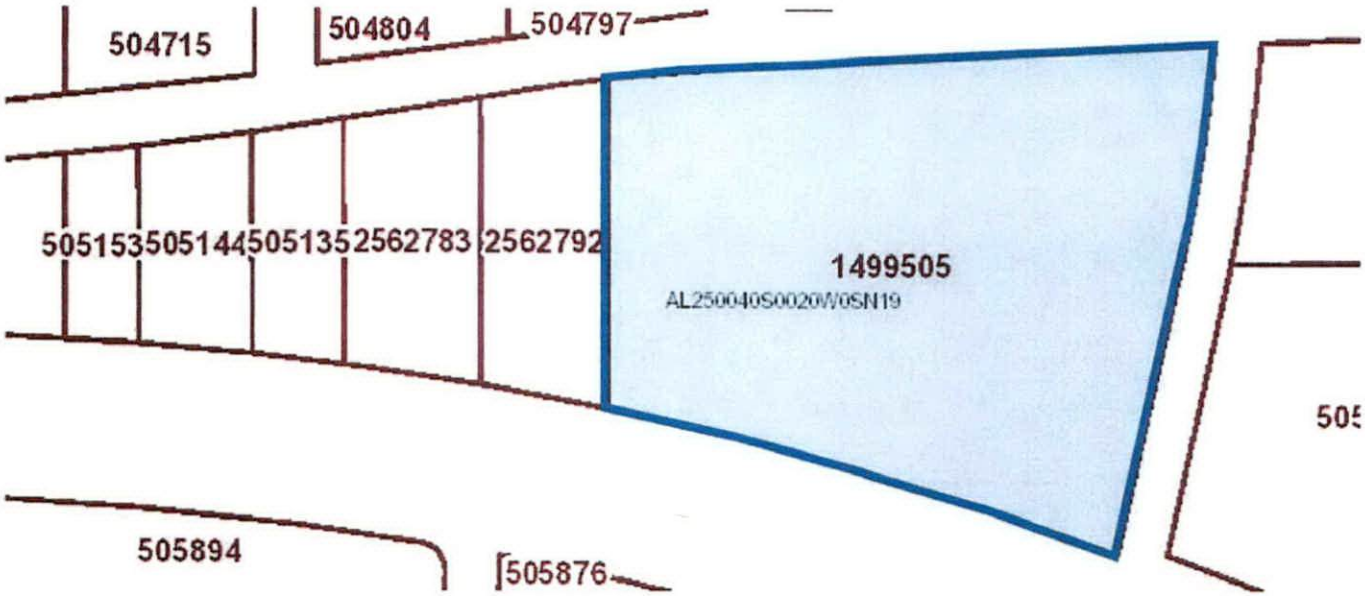
- **Storm Surge Category:** N/A

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

Mobile County Property Search

Key Number: 1499505 For Year 2023

Map



Property Details

Account	
Key Number:	1499505
Legal Description:	BEG AT NW INT OF AIRPORT BLVD & PARK AVE FOR POB TH NLY ALG W/L PARK AVE 461 FT (S) TO S/L DICKENS FERRY RD TH WLY ALG S/L DICKENS FERRY RD DIS 536 FT(S) TH SLY 286 FT(S) TO N/L AIRPORT BLVD TH SELY ALG SD N/L OF AIRPORT BLVD DIS 469 FT(S) TO POB #SEC 19 T4S R2W #MP28 04 19 1 001
Parcel Number:	2804191001061XXX
Type:	Real
Property Class:	2
Location	
Address:	7156 AIRPORT BLVD CO
Owner	
Name:	OLENSKYS INC
Mailing Address:	7156 AIRPORT BLVD MOBILE , AL 36608
Exemptions:	For privacy reasons not all exemptions are shown online.

STATE OF ALABAMA
COUNTY OF MOBILE

LEASE

THIS LEASE made this the 1st day of December 2023, by and between **Joanne Olensky Blum, Personal Representative of the Estate of Laverne Olensky deceased Mobile County Probate Court Case #2008-1966**, hereinafter called "Landlord" of the one part, and **Alibaba22 Inc.**, hereinafter called "Tenant" of the other part: R.P

WITNESSETH: That the Landlord does hereby demise and let unto the Tenant the property located at **7160 Airport Blvd., Mobile, Alabama**, for continued use and occupancy by the Tenant for a convenience store and any purpose permitted under a B-2 Zoning classification as defined by the Zoning Ordinance of the City of Mobile, Alabama for and during the term of **five (5) years**, beginning on the **1st day of December, 2023**, and ending on the **30th day of November, 2028.**

IN CONSIDERATION WHEREOF, the Tenant promises and agrees to pay the Landlord, as fixed minimum rent for said premises for the whole term hereunder, the sum of **Two Hundred Sixteen Thousand and 00/100ths ($216,000.00) Dollars**, which said sum is payable in the amount and manner, and for the rental period, hereinafter set forth:

> In regular and consecutive monthly installments of **$3,600.00**, payable in advance in the 1st day of the month. The first of said monthly installments shall be due and payable on the 1st day of December, 2023.

This lease is made upon the following terms, conditions and covenants:

1. OPTIONS TO EXTEND TERM. Provided no default exists hereunder, Tenant granted the option to extend the term of this lease for **three successive additional terms of five (5) years, respectively**, provided that Tenant shall give Landlord advance written notice of the exercise by Tenant of each respective option not later than One Hundred Twenty (120) days prior to the expiration date of the preceding term and provided that the rental due hereunder for said extended terms shall be as follows:

(a) During the first five (5) year extended term, **$4,050.00** per month;
(b) During the second five (5) year extended term, **$4,556.25** per month; and
(c) During the third five (5) year extended term, **$5,125.78** per month.

2. LATE CHARGE. In addition to all other payments provided for in this lease, Tenant shall be assessed with and shall pay a late charge of **5.00%** for each rental installment which is delinquent for **ten (10) days** or more. The provision for said late charge shall not, however, relieve Tenant of the obligation to pay said installments on or before their due dates.

3. CONDITION OF PREMISES. Tenant acknowledges that it has made a thorough inspection of said property and acknowledges and agrees to accept the same in its "as is" condition, without any warranties or representations, express or implied by Landlord, as to the condition or state of repair of same.

Environmental Compliance. Tenant shall comply with all laws, including Environmental Laws, relating to the use, storage, transportation, dispensing, sale or Release of Hazardous Materials at the Premises, except for any noncompliance of a de minimis nature or for which the result of noncompliance would not have a material adverse effect on the Premises. Without limiting the foregoing, Tenant shall comply with all laws, including Environmental Laws, relating to Storage Tank Systems, their construction, operation, maintenance, calibration and alarm systems, and promptly shall implement any and all upgrade requirements promulgated by any government agency having jurisdiction at the earliest possible time, but in no event, no later than any applicable deadline announced or promulgated by the government agency.

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Tenant's Environmental Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space of the Premises, and sums paid in settlement of claims, attorneys' fees, consultation fees, and expert fees) which arise before, or during the term of the Lease as a result of Hazardous Materials (provided, however, that Tenant represents that based on the environmental information in Tenant's files, there are no known Pre-Existing environmental Conditions on the date of this Lease, and based on such information, the possibility of such a Pre-Existing Environmental Condition is remote). This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation or site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials present in the soil or ground water on or under the Premises.

4. **POSSESSION.** The Landlord covenants that the Tenant, on paying the fixed minimum rent, hereafter referred to as "rent" and additional rent reserved, if any, and performing all the covenants and agreements herein contained shall peaceably and quietly have, hold and enjoy the demised premises.

5. **ALTERATIONS.** Tenant will make no additions or alterations in or to said building without the prior written consent of the Landlord.

6. **TENANT'S DUTIES.** Tenant will replace all plate and other glass, if and when broken; will replace all keys lost or broken, keep the roof, gutters and downspouts clean, and generally maintain the building and its improvements at all times; will pay all bills for sewer, water, light and gas used on said premises, will keep the interior of said premises, together with all electrical, plumbing (above or below the ground), heating, air conditioning and other mechanical installation and/or systems therein, in good order and condition; and will promptly repair all damage suffered as a result of freezing, stoppage or from Tenant's neglect.

Should Tenant fail to do or undertake the replacement, maintenance and repair of the items and things herein required of Tenant, the Landlord may do and undertake the same, and the Tenant will pay the Landlord the costs and expenses thereof, together with interest thereon at the highest legal, rate, not to exceed 15% per annum, upon demand. Any sum thus due from Tenant to Landlord by virtue hereof shall be secured as additional rent under the terms of this lease.

Tenant shall maintain the premises including any adjacent parking lots and yard areas in a clean and neat condition, keeping all windows and plate glass clean, storing all trash, garbage and rubbish in closed containers or dumpsters providing for prompt and regular removal of same. Tenant shall not otherwise dispose of or burn any trash, garbage or rubbish on or about the premises.

7. **LANDLORD RELEASED.** Landlord shall not be liable for any loss or damage caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said heating, air conditioning, other mechanical installations and/or systems, electric wiring, pipes, closets or plumbing, or any of them, nor shall Landlord be liable for any damage to any property on said premises caused by, or growing out of, fire, rain, lightning, wind, high water, over-flow water, freezing or other causes.

8. **ORDINANCES AND NUISANCES.** Tenant will comply at all times and in all respects with all laws and ordinances relating to nuisances, fire, health, safety and sanitation insofar as the building and premises hereby let, and the streets and highways bounding the same are concerned, and the Tenant will not by any act, or omission, render the Landlord liable for any violation thereof. Tenant will not commit any waste of property, or permit the same to be done, and will take good care of said building and said premises at all times. If the demised premises, or any part thereof, consists of first floor space, adjacent upon the street, or alley, the Tenant will keep the sidewalk and curb in front thereof or adjacent thereto clean, and save harmless the Landlord from all damages or claims for damages for failure so to do.

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Tenant shall not conduct or permit any activity on the premises which will result in the emission of loud noises or offensive odors so as to disturb adjacent tenants or property owners.

9. DEFAULT. Upon the happening of any one or more of the events as expressed below in (a) to (i) inclusive (which said events shall separately and severally constitute a default hereunder at Landlord's option), the Landlord shall have the right at the option of the Landlord to: (1) annul and terminate this lease, and thereupon re-enter and take possession of said premises; or (2) re-enter and re-let said premises from time to time, as agent of the Tenant, and such re-entry and/or re-letting shall not discharge the Tenant from any liability or obligations hereunder, except that net rents (that is, gross rents less the expense of collecting and handling, and less commissions) collected as a result of such re-letting shall be a credit on the Tenant's liability for rents under the terms of this lease. Nothing herein, however, shall be construed to require the Landlord to re-enter and re-let in such event. Nor shall anything herein be construed to postpone the right of the Landlord to sue for rents, whether matured by acceleration or otherwise, but on the contrary the Landlord hereby given the right to demand, collect and/or sue therefor at any time after default.

(a) In the event the Tenant should fail to pay any one or more of said installments of rent as and when the same becomes due, or fail to pay on demand any amount due Landlord and secured as additional rent hereunder.

(b) In the event Tenant removes, attempts to remove or permit to be removed from said premises, except in the usual course of trade, the goods, furniture, effects or other property of the Tenant brought thereon.

(c) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of the Tenant brought on said premises, or upon the interest of the Tenant in this lease.

(d) In the event a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto, is filed by or against the Tenant or the Tenant adjudged a bankrupt.

(e) In the event an assignment for the benefit of creditors is made by the Tenant.

(f) In the event of the appointment of a Receiver of Tenant's property.

(g) In the event the Tenant, before the expiration of said term, without the written consent of the Landlord, vacate said premises or abandon the possession thereof, or cease to use said premises for the purposes herein specified.

(h) In the event that Tenant shall cause or allow a mechanics' and materialmen's lien to accrue against the premises.

(i) In the event the Tenant violate any of the other terms, conditions or covenants on the part of the Tenant herein contained.

10. ACCELERATION. Upon default, breach of condition, or upon the termination of this lease or re-entry upon said premises for any one or more of the causes set forth above, or upon any termination of this lease or re-entry of said premises, the rents hereunder for the entire rental period and other indebtedness, if any, payable under provisions hereof shall be and become immediately due and payable and with regard whether or not possession of the premises shall have been surrendered to or taken by the Landlord.

11. IMPROVEMENTS. All improvements and additions to the leased premises shall adhere to the leased premises, and become the property of the Landlord, with the exception of such additions as are usually classed as furniture and trade fixtures. Said furniture and trade fixtures are to remain the property of the Tenant, and may be removed by the Tenant upon the expiration of this lease, provided all terms, conditions and covenants of the within contract have been complied with by the Tenant and said Tenant restore the building and premises to its original condition, natural wear and tear excepted.

12. FIRE/WIND AND OTHER CASUALTIES. If the rented premises shall be damaged or destroyed by fire, flood, windstorm, riot, insurrection or other cause, without fault of the Tenant, then, and in that event, the Landlord shall have the option within sixty (60) days from the time such damage shall have occurred to elect whether Landlord shall or shall not repair and

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restore said building to its original shape and condition, and the Tenant shall be notified of such election in writing. Should Landlord elect to make such repairs or restorations, same shall be completed as soon after such election is made as is practicable, and from time such damage occurs until the repairs are completed, an equitable abatement of rents shall be allowed.

Should Landlord fail to elect to repair or restore said premises, Tenant may at Tenant's election, within thirty (30) days from the expiration of said sixty (60) days period, either terminate this lease or elect to repair or restore said premises at Tenant's own expense, provided that notification of such election shall be given to Landlord in writing; and provided that if Tenant elects to repair or restore said premises such repairs or restoration shall be commenced immediately and promptly completed with the exercise of all reasonable diligence. An equitable abatement of rent shall be allowed from the time such damage occurs until the repairs or restoration are completed.

13. NOTICES. Except under those circumstances where it is requisite that notice be given to the Tenant at the demised premises, any notice, demand, communication, or election to exercise any option hereunder, whether intended for the Landlord or for the Tenant, shall be in writing, and may be served or delivered in person, or by prepaid U. S. Registered or Certified mail, to the address of the party intended as the recipient thereof as such address is herein stated, or to such other address as the parties hereto may at any time, and from time to time, designate in writing.

14. SIGNS. The Tenant shall not display or erect, or cause to be painted on or affixed to, the demised (improvements and ground), any lettering, signs, advertisements, awnings, or other projections thereon, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. The Tenant's request thereof shall be in writing and shall contain such information as to the proposed lettering and/or signs as the Landlord may reasonably require. . .

15. SURRENDER. At the expiration of the tenancy herein created, Tenant shall surrender the leased premises in the same condition of cleanliness, repair and sightliness as the leased premises was in upon the commencement of business under this lease unless meanwhile repaired or improved in which event, from the time of such repairs or improvements as to that portion so repaired or improved, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender all keys for the leased premises to Landlord at the place then fixed for payment of rent. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

At termination of this Lease, the Tenant shall obtain and present to Landlord a statement from the Alabama Department of Environmental Management that this facility is environmentally acceptable.

16. ATTORNEY'S FEE. In the event of employment of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of said property, or for advice or service incident to the breach of any other condition of this lease by the Tenant, or on account of bankruptcy proceedings by or against Tenant, or legal process being issued against the furniture and effects of the Tenant, located upon the leased premises, or the leasehold interest of the Tenant, the Tenant agrees to pay and shall be taxed with a reasonable attorney's fee, which fee shall be a part of the debt evidenced and secured by this lease.

17. WAIVER OF EXEMPTIONS. In order to further secure the prompt payment of said rents, and when the same mature, and the faithful performance by the Tenant of all and singular the terms, conditions and covenants on the part of the Tenant herein contained, and all damages and costs that the Landlord may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Tenant does hereby waive any and all right to claim personal property as exempt from levy and sale under the Constitution and Laws of the State of Alabama or any other State.

18. INDEMNITY. The Tenant will indemnify and save harmless the Landlord from all fines, costs, suits, claims, demands and actions of any kind or nature, arising out of or in connection with the storage (including underground storage tanks for which Tenant shall be solely

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responsible) or use of petroleum products or hazardous materials or hazardous waste of any kind on said property, or by reason of any breach, violation or non-performance of any condition hereof on the part of the Tenant.

The Tenant will indemnify, protect and save harmless the Landlord herein, from any loss, cost, damage, or expense caused by injuries to persons or property, while in, on, or about said premises herein leased, and any and all property of said Tenant which may be located or stored either in the demised premises or the building of which the demised premises form a part shall be at the sole risk of said Tenant.

19. FIRE, WINDSTORM AND OTHER PERILS INSURANCE. Tenant is not responsible for hazard insurance premiums Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suitable for the use or purpose for which they are let. Neither the Landlord nor Landlord's Agent have made any representations or promises with respect to the conditions or suitability of the demised premises

20. LIABILITY INSURANCE. Tenant shall maintain at Tenant's expense (and holding Landlord harmless therefor), public liability insurance covering the premises and operations of Tenant naming Landlord as co-insureds and having limits of liability of not less than **One Million and No/100 ($1,000,000.00) Dollars bodily injury per occurrence plus Five Hundred Thousand and No/100 ($500,000.00) Dollars** property damage per occurrence, or a Combined Single Limit of liability not less than One Million and No/100 ($1,000,000.00) Dollars per occurrence. Such policy shall require that Landlord be given Thirty (30) days advance notice in event of cancellation or material change, and shall furnish to Landlord a Certificate of Insurance as evidence of compliance with this requirement.

21. LANDLORD'S RIGHTS CUMULATIVE. The failure of the Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Landlord.

22. SEVERABILITY. If any term, covenant or condition of this lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

23. HOLDING OVER. Should the Tenant continue to occupy the premises after the expiration of said term or after a forfeiture incurred, then, except as otherwise provided for in this paragraph, the Tenant shall continue as a tenant under the terms of this lease (except as to duration) from year to year, and each holding over period annually thereafter shall in like manner create and cause a similar extension of this lease from year to year. PROVIDED, HOWEVER, that if the said Tenant continue to remain in the premises after the expiration of the said term or after a forfeiture incurred, the Landlord, at any time, whether rent has been accepted by the Landlord or not, reserve the unqualified right, or option to notify the Tenant in writing of * election to terminate the lease or any extension thereof, said termination to be effective at the end of the calendar month in which said notice is given, unless less than ten days remain in said month, in which event the effective date of termination shall be the last day of the calendar month following the date on which notice is given.

24. MAINTENANCE AND REPAIRS. Landlord shall not be obligated to make any repairs or do any work on or about the premises or to any equipment thereon, but on the contrary, Tenant shall make all repairs reasonably required and shall maintain the premises in good and sound condition.

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Should the Tenant fail to make any repairs, replacements or fail to undertake any maintenance agreed to by it under this lease, the Landlord may enter the premises and make such repairs, replacements and undertake such maintenance; and the cost thereof shall be payable by the Tenant on demand, together with interest at the highest legal rate not to exceed 15% per annum and which said sum shall be secured under the terms of this lease.

25. INSPECTION. Landlord or Landlord's agents shall have the right to visit and inspect said premises at all reasonable times, and to show said premises to prospective tenants and purchasers, and to display "For Sale" signs on said premises, and during the last one hundred twenty (120) days of this lease may display "For Rent" signs on said premises.

26. EMINENT DOMAIN. If the whole of the demised premises shall be taken by Federal, State, County, City, public utility, or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said premises, the term hereby granted and all rights of the Tenant hereunder shall immediately cease and terminate, and the Tenant shall not be entitled to any part of any award that may be made for such taking, nor to any damages therefor except that the rent shall be adjusted as of the date of such termination of the lease.

If but a part of the demised premises be taken by right of eminent domain, this lease shall continue in full force and effect, as to the property remaining, and provided such property remaining is capable of continued use and enjoyment by the Tenant for the uses and purposes provided for hereunder, the Tenant shall not be entitled to any award that may be made for such taking; nor shall such taking constitute a termination of this lease, or a constructive eviction of Tenant. The rent payable hereunder shall be adjusted as of the time of such taking to equitably reflect the change in the size of the remaining property.

27. AD VALOREM TAXES. Landlord shall be responsible for payment of ad valorem taxes.

28. SUCCESSORS IN INTEREST. Every provision hereof applicable to the Landlord and every provision hereof applicable to the Tenant shall also bind, apply to and run in favor of "their respective successors in interest, heirs, executors, administrators or personal representatives" as fully as if said quoted words were inserted after the word "Landlord" and "Tenant" wherever they appear herein, except that this provision shall not permit the assignment of the lease, or subleasing of the premises except on the conditions here imposed.

29. MORTGAGE. This lease shall at all times be subject and subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the building by the Landlord, and to all advances made or hereafter to be made upon the security thereof. The Tenant shall execute and deliver such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages at any time same may or shall be desired by any mortgagee or proposed mortgagee or by the Landlord. It is further agreed and understood, however, that whether this lease is subordinate to any such mortgage, or not, the Tenant's absolute right to quiet enjoyment of the premises demised hereby shall be maintained so long as Tenant shall pay all rentals and perform all duties required of Tenant hereunder.

30. ASSIGNMENT/SUB-LEASING: Each and every transfer or assignment of this lease by the Tenant or any interest therein, shall be null and void, unless the written consent of the Landlord be first obtained thereto, which consent shall not be unreasonably withheld, and if such consent is granted, Landlord agrees to release Tenant from further liability hereunder. Any violation hereof is agreed and understood to constitute a substantial and material breach of condition of this lease, with all of the rights thereunto pertaining as in the case of default for any other cause hereunder.

31. AGENCY AND COMMISSIONS. JoAnne Olensky Blum's husband, Butch Blum, is a licensed Real Estate Broker in the state of Alabama. Landlord and Tenant represents to the other that no brokers have been involved in this transaction. Landlord and Tenant agree to indemnify and hold harmless the other party in the event a claim is made for any commissions or

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compensation incurred by them in connection with the sale contemplated herein.

32. CAPTIONS. The captions of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of the lease.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed these presents by affixing hereunto their respective hands and seals on the day and date first above set forth.

LANDLORD:

Joanne Olensky Blum

JOANNE OLENSKY BLUM,
Personal Representative of the
Estate of Laverne Olensky deceased
Mobile County Probate Court
Case #2008-1966.

TENANT:

ALIBABA22 INC.

Riddhi Patel
By:
Its: R-J. Patel
(Owner)

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NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

ALIBABA 22 INC

Trade Name (DBA)

SUPER K

Location Address

7160 AIRPORT BLVD **MOBILE AL 36608**

Application Number

2023 - 5628

Post Date

02/08/2024

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

February 14, 2024

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

R. Q. Scott

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☑ Sole Proprietorship ☐ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☑ New Owner ☐ Location Change	☐ No ☑ Yes Relocation Date	☑ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☑ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☑ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
ALIBABA22INC	SUPER K

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
7160 AIRPORT BLVD	MOBILE	AL	36608

Business Contact Person Information

Name	Title	Phone	Email
DARSHIL PATEL	MANAGER	5404499862	BABUSAVJI@GMAIL.COM

URBAN DEVELOPMENT DEPARTMENT USE ONLY

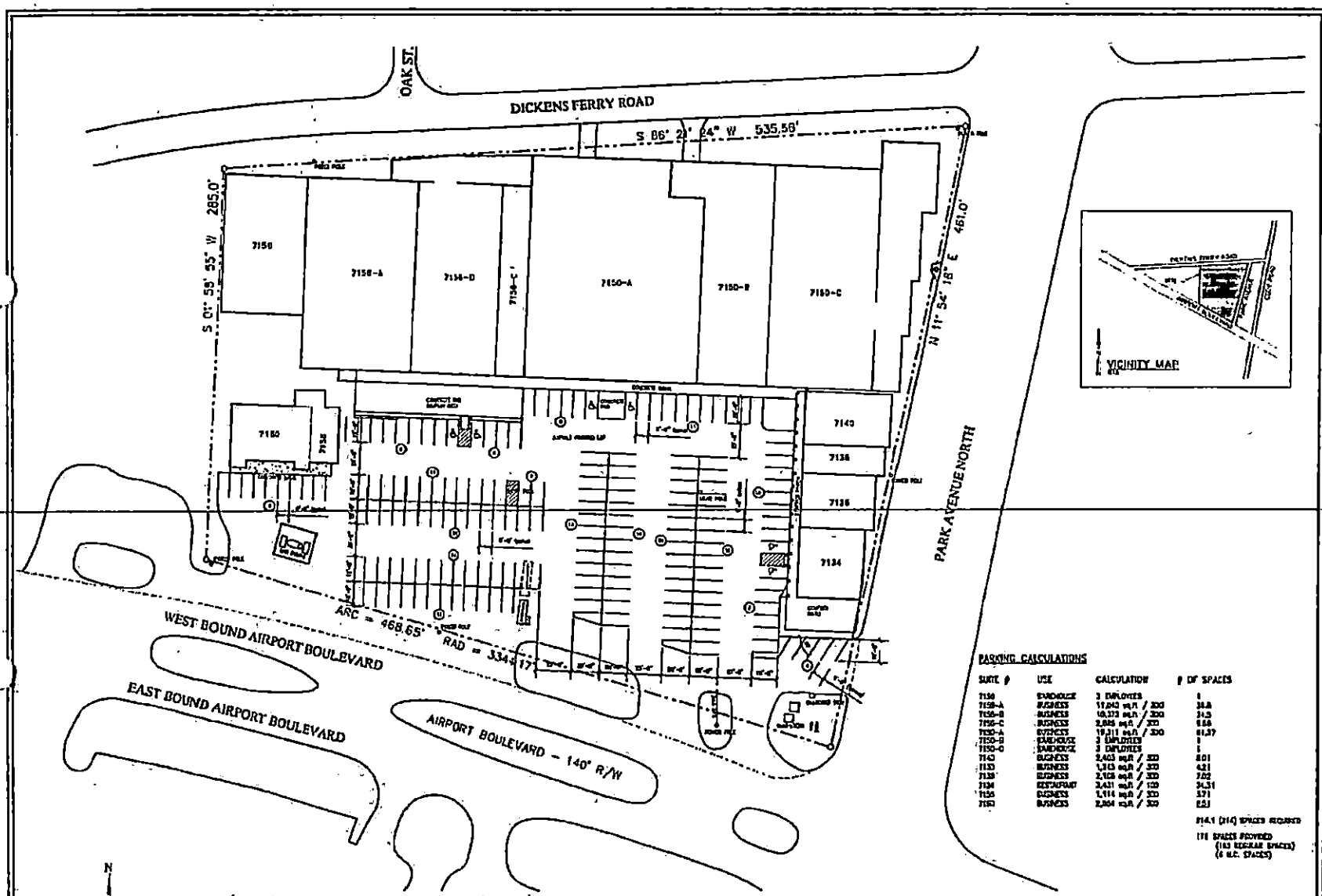
Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
2200	171	8	✓	B-3	✓

Comments

EXISTING CONVENIENCE STORE

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	1-26-2024

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PARKING CALCULATIONS

SUITE #	USE	CALCULATION	# OF SPACES
7150	WAREHOUSE	3 EMPLOYEES	1
7150-A	BUSINESS	11,642 sq.ft. / 300	38.8
7150-B	BUSINESS	10,373 sq.ft. / 300	34.5
7150-C	BUSINESS	2,005 sq.ft. / 300	6.6
7150-A	BUSINESS	19,311 sq.ft. / 300	61.37
7150-B	WAREHOUSE	3 EMPLOYEES	1
7150-C	WAREHOUSE	3 EMPLOYEES	1
7140	BUSINESS	2,403 sq.ft. / 300	8.01
7138	BUSINESS	1,313 sq.ft. / 300	4.31
7136	BUSINESS	2,108 sq.ft. / 300	7.02
7134	RESTAURANT	3,431 sq.ft. / 100	34.31
7150	BUSINESS	1,114 sq.ft. / 300	3.71
7150	BUSINESS	2,364 sq.ft. / 300	7.87

914.1 (914) SPACES REQUIRED

111 SPACES PROVIDED
(103 REGULAR SPACES)
(8 H.C. SPACES)

Cummings Architecture Corporation

WESTGATE SHOPPING CENTER
MOBILE, ALABAMA

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REVISIONS

Mark	Date

SHEET TITLE
PARKING STRIPING PLAN

Project No. 2013-20
Date MAY 2, 2013
Sheet No. 1 of 1

Planning & Zoning

Home | Zoning Districts | Downtown Development District | Over

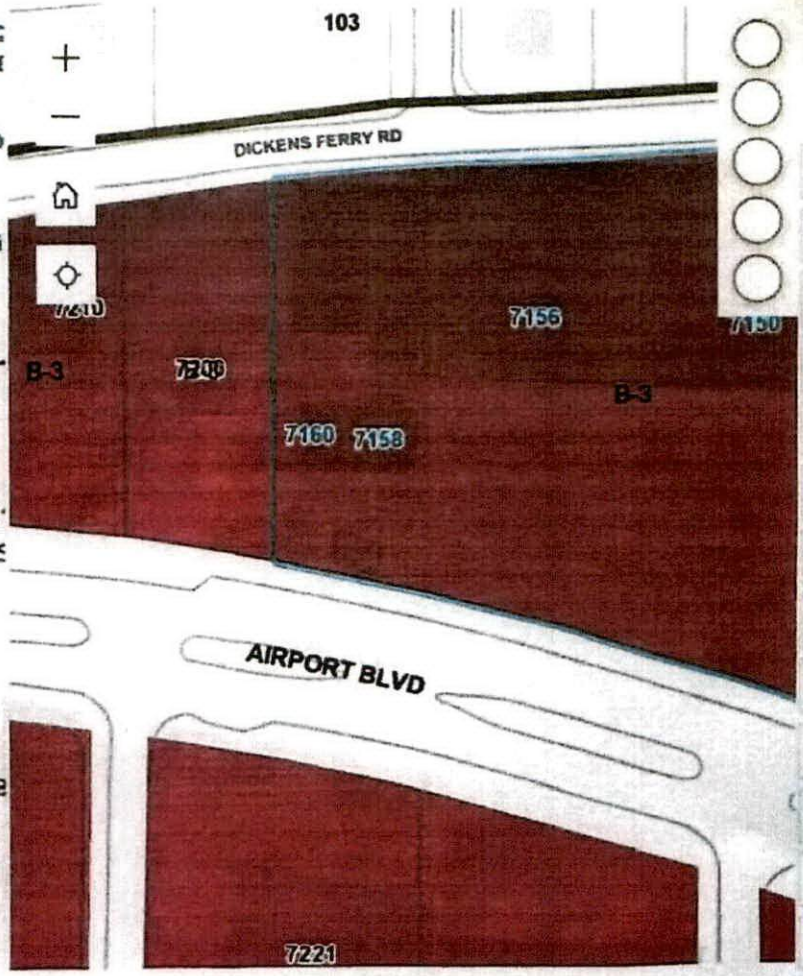
Zoning Districts - Artic
District: B-3: Community I
Sub-District: Suburban
Ordinance # & Link: Verify

Map for Mobile
Future Land Use Map : Mi
Corridor

Parcel Information
Parcel Key: 01499505
Parcel ID: R02280419100
Parcel Owner: OLENSKYS
7156 AIRPORT BLVD
MOBILE , AL 36608

Tax Bill Info
Google Street View

Addresses: 7134 Airport B
7136 Airport Blvd
7138 Airport Blvd
7140 Airport Blvd
7150 Airport Blvd
7156 Airport Blvd
7158 Airport Blvd
7160 Airport Blvd
Jurisdiction: Mobile City L
PLS Section: 4S2W19
Council District: 7
Zipcode: 36608
Watershed SubBasins: Par
sub-basins.
DOG RIVER
THREE MILE CREEK
NWI Wetlands: N/A
Flood Zones: N/A
Flood Panel #: 01097C05



Click to View by

- R-A: Residential
- R-1: Single-Family
- R-2: Two-Family
- R-3: Multi-Family
- R-B: Residential
- H-B: Historic
- B-1: Buffer Business
- T-B: Transitional
- LB-2: Limited
- B-2: Neighborhood
- B-3: Community
- B-4: General
- B-5: Office
- CW: Commercial

City of Mobile GIS Department | City of Mobile GIS Powered by Esri

City of Mobile
Planning & Zonning

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BUILDMOBILE

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Planning & Zoning Home Downtown Development District Over

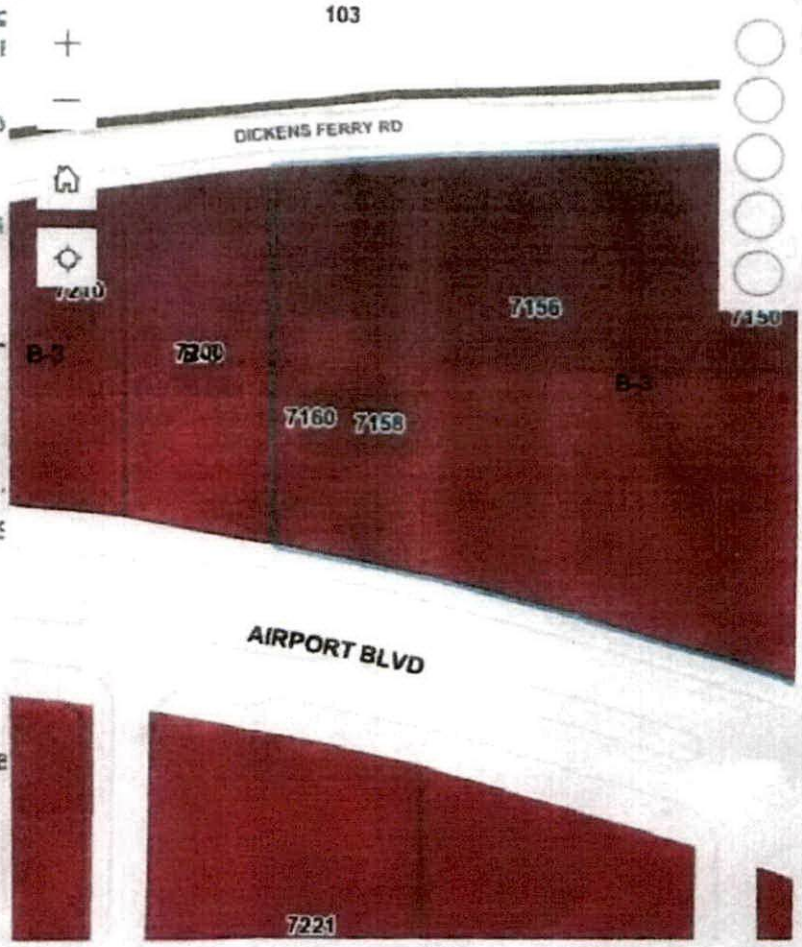
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Future Land Use Map : Mi
Corridor

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Parcel ID: R022804191001
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MOBILE , AL 36608

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Google Street View

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CITY OF MOBILE

REVENUE DEPARTMENT

February 8, 2024

TRINTALYA'S BOUTIQUE AND GIFTS LLC

8306 COTTAGE HILL ROAD

SUITE B

MOBILE, AL 36695 USA

ACCOUNT NUMBER: 127260 TERRITORY 6

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1731231	12/2024	RETAIL - APPAREL AND ACCESSORY STORES RETAIL TRADE	$134.00	$18.00	$0.21	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$152.21*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

Shonna Smith
Executive Director, Public Services
Interim Executive Director, Public Works

Sponsored by:

Mayor Williams S. Stimpson

Purpose and Scope of Project:

Employee of the Month, February

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
Public Works	Gauthier, Lana	Approved	2/8/2024 - 11:52 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

Donna G. Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with the Mobile Youth Scholarship Fund.

Amount of Contract:

$500.00

Funding Source

Project # DSC-01/10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution - Mobile Area Mardi Gras Association	Cover Memo	2/7/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	2/7/2024 - 7:25 AM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **$500.00** to Mobile Area Mardi Gras Association from his discretionary funds; and

WHEREAS, Mobile Area Mardi Gras Association is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Area Mardi Gras Association, will be used to assist with the Mobile Youth Scholarship Fund, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$500.00** to Mobile Area Mardi Gras Association, 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:2/14/2024

Submitted by:

Donna G. Bryars, Comptroller

Sponsored by:

Councilmember William Carroll

Purpose and Scope of Project:

Funds will be used to assist with the Mobile Youth Scholarship Fund.

Amount of Contract:

$500.00

Funding Source

Project # DSC-02/10041020-42080 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution - Mobile Area Mardi Gras Association	Cover Memo	2/7/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	2/7/2024 - 10:28 AM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, Councilmember Carroll wishes to appropriate **$500.00** to Mobile Area Mardi Gras Association from his discretionary funds; and

WHEREAS, Mobile Area Mardi Gras Association is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Area Mardi Gras Association, will be used to assist with the Mobile Youth Scholarship Fund, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$500.00** to Mobile Area Mardi Gras Association, 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:2/14/2024

Submitted by:

Donna G. Bryars, Comptroller

Sponsored by:

Councilmember William Carroll

Purpose and Scope of Project:

Funds will be used to assist with the Annual Black History Luncheon on Thursday, February 29, 2024.

Amount of Contract:

$1,500.00

Funding Source

Project # DSC-02/10041020-42080 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution - Mobile Area Black Chamber of Commerce	Cover Memo	2/6/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	2/6/2024 - 9:03 AM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$1,500.00** to Mobile Area Black Chamber of Commerce from his discretionary funds*; and

WHEREAS, Mobile Area Black Chamber of Commerce is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Area Black Chamber of Commerce *will be used to assist with the Annual Black History Luncheon on Thursday, February 29, 2024,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,500.00** to* Mobile Area Black Chamber of Commerce*, 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:2/14/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Reynolds and Councilmember Carroll

Purpose and Scope of Project:

Crawford-Murphy Park – Principal features of improvements include (4) asphalt pickleball courts, (2) asphalt tennis courts, fencing, lighting, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware
Stotts Park – Principal features of improvements include (4) asphalt pickleball courts, fencing, lighting, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware.

Amount of Contract:

$1,516,200.00

Funding Source

Project # Crawford-Murphy Park New Pball & Tennis Courts PR-035-23 & Stotts Park – New Pball Courts PR-047-23 **Discretionary Funds**

Project String C0706 Crawford-Murphy Park & C0152 Stotts Park – New Pickleball and Tennis Courts (20002000- 48010) **Contract Number:**C#4480 and C#4481

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Crawford and Stotts Routing package	Cover Memo	1/31/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/1/2024 - 1:26 PM
Capital	Rhodes, Brenda	Approved	2/1/2024 - 4:13 PM
Legal	Kern, Chris	Approved	2/1/2024 - 4:23 PM
Mayors Office	Barber, James	Approved	2/8/2024 - 1:06 PM

RESOLUTION

2024

Sponsored by:
Mayor William S. Stimpson, Councilmember Ben Reynolds
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:	Harris Contracting Services, Inc.
Project Name:	Stotts Park – New Pickleball Courts & Crawford-Murphy Park – New Pickleball and Tennis Courts
Project Number:	PR-047-23 & PR-035-23
Amount:	$1,516,200.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Crawford-Murphy Park – New Pickleball and Tennis Courts

CAPITAL PROJECT #: C0706 (20002000-48010)

CONTRACT AMOUNT: $982,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-035-23

PROJECT DESCRIPTION: Principal features of improvements include (4) asphalt pickleball courts, (2) asphalt tennis courts, fencing, lighting, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate_____

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

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

Prepared by: Emma Dean – Office Assistant I **Date:** 01/30/2024

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Stotts Park – New Pickleball Courts

CAPITAL PROJECT #: C0152 (20002000-48010)

CONTRACT AMOUNT: $534,200.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-047-23

PROJECT DESCRIPTION: Principal features of improvements include (4) asphalt pickleball courts, fencing, lighting, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate_____

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

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

Prepared by: Emma Dean – Office Assistant I **Date:** 01/30/2024

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)
BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)
Harris Contracting Services, Inc.
5413 Lott Rd.
Eight Mile, AL 36613

City of Mobile Business License Number: 103178
Secretary of State Registration Number: 000-338-516

for the following Project:
(Name, location and detailed description)
Crawford-Murphy Park – New Pickleball and Tennis Courts
351 South Ann Street, Mobile, AL 36604
PR-035-23
Scope – Principal features of improvements include (4) asphalt pickleball courts, (2) asphalt tennis courts, fencing, lighting, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware
and
Stotts Park – New Pickleball Courts
2150 Demetropolis Road, Mobile, AL 36693
PR-047-23
Scope – Principal features of improvements include (4) asphalt pickleball courts, fencing, lighting, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware
The Architect:
(Name, legal status, address and other information)
WAS Design, Inc.
218 North Alston Street
Foley, Alabama 36535

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.

Init.
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User Notes: (1915703096)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than one-hundred eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

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§ 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.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Five Hundred Sixteen Thousand Two Hundred and 00/100 Dollars ($1,516,200.00), subject to additions and deductions as provided in the Contract Documents.

Crawford-Murphy Park	
Base Bid:	$797,000.00
Contingency Allowance:	$50,000.00
Total Base Bid:	$847,000.00
Add. Alt. #1	$135,000.00
Total Bid:	$982,000.00
Stotts Park	
Base Bid:	$439,000.00
Contingency Allowance:	$25,000.00
Total Base Bid:	$464,000.00
Add. Alt. #1:	$70,200.00
Total Bid:	$534,200.00
Total Contract Amount:	$1,516,200.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Crawford-Murphy Park – Add Alternate #1 – Lighting	$135,000.00
Stotts Park – Add Alternate #1 - Lighting	$70,200.00

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Crawford-Murphy Park Park Contingency Allowance: Fifty Thousand and 00/100 Dollars ($50,000.00)
Stotts Park Contingency Allowance: Twenty-Five Thousand and 00/100 Dollars ($25,000.00)

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

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

Item	Units and Limitations	Price per Unit ($0.00)
Crawford-Murphy Park:		
1. 6" Asphalt Paving	S.F.	$13.00
2. Centipede Sod	S.Y.	$9.00
3. 4" Fiber Reinforced Concrete Paving	S.F.	$12.00
4. Utility Water Line	L.F.	$26.00
Stotts Park:		

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User Notes: (1915703096)

1. 6" Asphalt Paving	S.F.	$13.00
2. Centipede Sod	S.Y.	$9.00
3. 4" Fiber Reinforced Concrete Paving	S.F.	$12.00
4. Utility Water Line	L.F.	$26.00

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect 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.

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§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)
§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant 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

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.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
  a.) Contractor's Release or Waiver of Liens
  b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Harris Contracting Services, Inc. 5413 Lott Rd. Eight Mile, AL 36613 has completed the contract for Crawford-Murphy Park – New Pickleball and Tennis Court, 351 South Ann Street, Mobile, AL 36604, PR-035-23, and Stotts Park – New Pickleball Court, 2150 Demetropolis Road, Mobile, AL 36693, PR-047-23. 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.)

Init. /

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(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director, REAM
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Brian Harris, President
5413 Lott Rd
Eight Mile, AL 36613
Brian@harriscontractingservices.com
251-377-3132

§ 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

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Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

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

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket 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

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F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

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.

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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.

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§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 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

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(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.

(Paragraphs deleted)

.3 Drawings

Number	Title	Date
Crawford		
CS100	COVER SHEET	11/13/2023
EC 100	EXISTING CONDITIONS	11/13/2023
LD100	DEMOLITION PLAN	11/13/2023
BM100	BEST MANAGEMENT PRACTICES	11/13/2023
LS100	SITE PLAN	11/13/2023
LG100	LANDSCAPE GRADING PLAN	11/13/2023
LH100	HARDSCAPE PLAN	11/13/2023
LH500	HARDSCAPE DETAILS	11/13/2023
LH501	HARDSCAPE DETAILS	11/13/2023
LH502	HARDSCAPE DETAILS	11/13/2023
LH503	HARDSCAPE DETAILS	11/13/2023
LH504	HARDSCAPE DETAILS	11/13/2023
E100	ELECTRICAL LEGEND AND SPECIFICATIONS	11/13/2023
E200	EXISTING OVERALL PLAN - ELECTRICAL	11/13/2023
E201	ENLARGED EXISTING PLAN - ELECTRICAL	11/13/2023
E300	NEW WORK OVERALL PLAN - ELECTRICAL	11/13/2023
E301	ENLARGED NEW WORK PLAN - ELECTRICAL	11/13/2023
E400	ELECTRICAL DETAILS	11/13/2023
E401	ELECTRICAL DETAILS	11/13/2023
E402	ELECTRICAL DETAILS	11/13/2023
Stotts		
CS100	COVER SHEET	11/13/2023
EC100	EXISTING CONDITIONS	11/13/2023
LS010	OVERALL SITE PLAN	11/13/2023
LD100	DEMOLITION PLAN	11/13/2023
LS100	SITE PLAN	11/13/2023
LG100	LANDSCAPE GRADING PLAN	11/13/2023
LH100	HARDSCAPE PLAN	11/13/2023
LH500	HARDSCAPE DETAILS	11/13/2023
LH501	HARDSCAPE DETAILS	11/13/2023
LH502	HARDSCAPE DETAILS	11/13/2023
LH503	HARDSCAPE DETAILS	11/13/2023
E100	ELECTRICAL LEGEND AND SPECIFICATIONS	11/13/2023
E200	EXISTING OVERALL PLAN - ELECTRICAL	11/13/2023
E201	ENLARGED EXISTING PLAN - ELECTRICAL	11/13/2023
E300	NEW WORK OVERALL PLAN - ELECTRICAL	11/13/2023
E301	ENLARGED NEW WORK PLAN - ELECTRICAL	11/13/2023
E400	ELECTRICAL DETAILS	11/13/2023
E401	ELECTRICAL DETAILS	11/13/2023
E402	ELECTRICAL DETAILS	11/13/2023

.4 Specifications

Section	Title	Date

.5 Addenda, if any:

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Number	Date
Addendum No. 1	05/11/2022
Addendum No. 2	05/19/2022

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.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment

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Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

City of Mobile	Legal Name of Party to Contract: Contractor:
OWNER *(Signature)*	**CONTRACTOR** *(By Signature)*
(Rows deleted) William S. Stimpson, Mayor	Brian Harris, President
(Printed name and title)	*(Printed name and title)*

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Brian Harris as President of Harris Contracting Services, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 22 day of January, 2024.

NOTARY PUBLIC
My Commission Expires: 4/7/27

CHRISTINA LEBLANC NOTARY PUBLIC STATE OF ALABAMA

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PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, Harris Contracting Services, Inc., hereinafter called the Principal, and Granite Re, Inc., hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633, hereinafter called the Owner, in the penal sum of One Million Five Hundred Sixteen Thousand Two Hundred and 00/100 and xx/100 Dollars ($1,516,200.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Crawford-Murphy Park – New Pickleball and Tennis Courts, 351 South Ann St., Mobile, Alabama 36604 – PR-035-23 and Stotts Park – Pickleball Courts, 2150 Demetropolis Rd. Mobile, AL 36693 – PR-047-23, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024.

CONTRACTOR AS PRINCIPAL
Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Brian Harris President

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: _____
(Signature)
Name and Title: Thomas J. Bole
Company Name: Cobbs Allen
Address: 115 Office Park Drive
Birmingham, AL 35223
Phone and Fax: 205-874-1315/205-769-3595

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc., as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633 (hereinafter called the "Obligee") in the penal sum of One Million Five Hundred Sixteen Thousand Two Hundred and 00/ and xx/100 ($ 1,516,200.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Crawford-Murphy Park – New Pickleball and Tennis Courts, 351 South Ann St., Mobile, Alabama 36604 – PR-035-23 and Stotts Park – Pickleball Courts, 2150 Demetropolis Rd. Mobile, AL 36693 – PR-047-23 which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

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

(b) The Principal and Surety hereby designate and appoint Thomas J. Bole **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

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

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

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024

CONTRACTOR AS PRINCIPAL
Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Brian Harris President

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact
Company Name: Cobbs Allen
Address: 115 Office Park Drive
Birmingham, AL 35223
Phone and Fax: 205-874-1315/205-769-3595

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.

Kyle P. McDonald, Assistant Secretary

GR0800-1

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

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

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "**good faith effort**" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Harris Contracting Services Inc
Address	5413 Lott Rd Eight Mile ,Al 36613
Telephone	251-377-3132
E-Mail	brian@harriscontractingservices.com

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male × Female × Minority × Non-minority × SDVO × Total #of Employees 20

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris

Signature: _____ Date: 12/01/23

Title: President

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

Name: Brian Harris Title: President

Email: brian@harriscontractingservices.com Phone: 251-377-3132

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Harris Contracting Services Inc Your Bid/Proposal Amount $ 461,000.00 Date: 12/01/23

12/01/2023 Description STOTTS park pickle Ball Courts

Name of Bidder/Proposer: Harris Contracting Services Inc

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
HCL	251-375-1128	Asphalt	55,000.00	12%	yes	
B&T Fenceing	251-322-2075	Fencing	35,000.00	9%	No	
Superior Masonay	251-452-1252	Masonary	16,000.00	3.5%	yes	
Jublicscape	251-626-5587	Landscaping	5000.00	1%	No	
Structure Recreation		Pavilion	57,000.00	12%	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services Inc

Contact Person: Brian Harris Phone 251-377-3132 Email brian@harriscontractingservices.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
×		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
×		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
×		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
×		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
×		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
×		**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
×		**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

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

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "**good faith effort**" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Section I. Information about your company

Company	Harris Contracting Services Inc
Address	5413 Lott Rd Eight Mile ,Al 36613
Telephone	251-377-3132
E-Mail	brian@harriscontractingservices.com

RFP/RFQ Solicitation Number	PR-035-23
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X SDVO X Total #of Employees 20

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris

Signature: _____ Date: 12/01/23

Title: President

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

Name: Brian Harris Title: President

Email: brian@harriscontractingservices.com Phone: 251-377-3132

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Harris Contracting Services Inc Your Bid/Proposal Amount $ 947,000.00 Date: 12/01/23

12/01/2023 Description Crawford Murphy Mem pickle Ball courts

Name of Bidder/Proposer: Harris Contracting Services Inc

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Hcl	251-375-1128	Asphalt	165,000.00	19.5%	Yes	
Superior Masonay	251-452-1252	Cmu	12,000.00	1.5%	Yes	
Leblanc Construction LLC	407-680-4411	Concrete	46,000.00	0.9%	Yes	
B&T Fenceing	251-322-2075	Fencing	40,000.00	5%	No	
Jublicscape		Landscaping	5,000.00	0.5%	no	
Structure Recreation		Pavilion	95,000.00	11%	Yes	
Hand To Hand Staffing	251-510-1960	Laborers	17,000.00	2%	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services Inc

Contact Person: Brian Harris Phone 251-377-3132 Email brian@harriscontractingservices.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
X		**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
X		**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
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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)

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

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

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

_____

_____

Alabama Secretary of State

Harris Contracting Services, Inc.	
Entity ID Number	000-338-516
Entity Type	Domestic Corporation
Principal Address	132 COURTAULDS SARALAND, AL 36571
Principal Mailing Address	132 COURTAULDS SARALAND, AL 36571
Status	Exists
Place of Formation	Mobile County
Formation Date	06/10/2015
Registered Agent Name	HARRIS, BRIAN
Registered Office Street Address	132 COURTAULDS SARALAND, AL 36571
Registered Office Mailing Address	132 COURTAULDS SARALAND, AL 36571
Nature of Business	CONSTRUCTION/CONTRACTOR-ELECTRICAL & INSTRUMENTATION
Capital Authorized	100 @ $0.01 PV
Capital Paid In	
Directors	
Director Name	HARRIS, BRIAN
Director Street Address	132 COURTAULDS SARALAND, AL 36571
Director Mailing Address	132 COURTAULDS SARALAND, AL 36571
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Incorporator Mailing Address	100 W BROADWAY SUITE 100 GLENDALE, CA 91210
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	06/24/2015
Miscellaneous Filing Entry	New Entity Effective 06-10-2015 13:55
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/24/2015 Certificate of Formation 4 pgs.

Browse Results New Search

Company ID Number: 896028

Approved by:

Employer	
Harris Contracting Services, Inc.	
Name (Please Type or Print) Brian E Harris	**Title**
Signature Electronically Signed	**Date** 07/22/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 07/27/2015

Company ID Number: 896028

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Harris Contracting Services, Inc.
Company Facility Address	117 Norton ave Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/24/2024

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

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

PRODUCER	CONTACT NAME: Tracy Granade
Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Harris Contracting Services, Inc. 117 Norton Ave. Saraland AL 36571	INSURER A : Crum & Forster Specialty Insurance	
	INSURER B : Integon National Insurance Company	
	INSURER C : StarStone National Insurance Company	
	INSURER D : The Sheffield Fund / Evanston Insurance Co	
	INSURER E : American Zurich Insurance Company	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [x] OCCUR [x] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [x] PRO-JECT [ ] LOC [ ] OTHER:	x	x	BAS121232	09-20-2023	09-20-2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [x] SCHEDULED AUTOS [x] HIRED AUTOS ONLY [x] NON-OWNED AUTOS ONLY	x	x	2006107457-05	02-09-2023	02-09-2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[x] UMBRELLA LIAB [x] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	x	x	79505P231ALI	09-20-2023	09-20-2024	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	x	600-2024-34095-00	01-01-2024	12-31-2024	[x] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Builders Risk	x		ER78586354	01/24/2024	01/24/2025		$80,000

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

Project name: Crawford-Murphy Park- New Pickleball and Tennis Courts Project Number: PR-035-23

City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, Al. 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Tracy Granade <TG>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/24/2024

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PRODUCER	CONTACT NAME: Tracy Granade
Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance	
INSURER B : Integon National Insurance Company	
INSURER C : StarStone National Insurance Company	
INSURER D : The Sheffield Fund / Evanston Insurance Co	
INSURER E : American Zurich Insurance Company	
INSURER F :	

INSURED
Harris Contracting Services, Inc.
117 Norton Ave.
Saraland AL 36571

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	x COMMERCIAL GENERAL LIABILITY CLAIMS-MADE x OCCUR x Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY x PRO-JECT LOC OTHER:	x	x	BAS121232	09-20-2023	09-20-2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY x SCHEDULED AUTOS x HIRED AUTOS ONLY x NON-OWNED AUTOS ONLY	x	x	2006107457-05	02-09-2023	02-09-2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	x UMBRELLA LIAB x OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	x	x	79505P231ALI	09-20-2023	09-20-2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	x	600-2024-34095-00	01-01-2024	12-31-2024	x PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Builders Risk	x		ER78586358	01/24/2024	01/24/2025		$80,000

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

Project name: Stotts Park- New Pickleball Courts Project Number: PR-047-23

City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, Al. 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Tracy Granade <TG>

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BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150

THIS IS A COINSURANCE CONTRACT

Please read your policy.

☒ **New Policy** **ER78586354**
☐ **Renewal of**
☐ **Rewrite of**

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. **Named Insured and Mailing Address:**
   Harris Contracting Services, Inc & The City of Mobile
   5413 Lott Rd
   Eight Mile, AL 36613

2. **Producer Information:**
   A Name: US ASSURE INSURANCE SERVICES OF FLORIDA, INC.
   P.O. BOX 10197
   JACKSONVILLE, FL 32247-0197
   B Telephone #
   C Fax #
   D Zurich Producer # A0095296
   E Field Office Name
   F Field Office Code

3. **Policy Period – From:** 01/24/2024 **To:** 01/24/2025
   12:01 a.m. at your mailing address above.

4. **Form of Business:** ☐ **Individual** ☐ **Partnership** ☒ **Corporation** ☐ **Joint Venture** ☐ **Other**
5. **Limits of Insurance** (***either*** One-Shot ***or*** Reporting Form ***as indicated below***)

☒ **SUPPLEMENTAL DECLARATIONS**
(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

A)	Any one building or structure	$
B)	All covered property at all locations	$
C)	Rate	Per Report
D)	Premium	Per Report
E)	Total Taxes and Surcharges (per attached endorsement – N/A in NY)	Per Report
F)	**Total Fully Earned Policy Premium**	Per Report

☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**
Property Location
351 South Ann St
Mobile, AL 36604

New Construction			
A)	Any one building or structure	$	0
B)	All covered property at all locations (same as A unless otherwise noted)	$	80,000
Remodeling			
D)	Renovations and improvements	$	
E)	Existing buildings or structures	$	
F)	Rate	$	0.50
G)	Premium	$	400.00
H)	Total Taxes and Surcharges (per attached endorsement)	$	0.00
I)	**Total Fully Earned Policy Premium** (minimum premium applicable)	$	400.00

6. **Deductible:** ☐$500 ☒$1,000 ☐$2,500 ☐$5,000 ☐Other

7. **Forms Applicable To This Coverage Part:**
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ By: _____
Date Authorized Representative

FM-170001 (04-10)

BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150

THIS IS A COINSURANCE CONTRACT

Please read your policy.

☒ **New Policy** **ER78586358**
☐ **Renewal of**
☐ **Rewrite of**

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

Harris Contracting Services, Inc & The City of Mobile
5413 Lott Rd
Eight Mile, AL 36613

2. Producer Information:

A Name: US ASSURE INSURANCE SERVICES OF FLORIDA, INC.
P.O. BOX 10197
JACKSONVILLE, FL 32247-0197
B Telephone #
C Fax #
D Zurich Producer # A0095296
E Field Office Name
F Field Office Code

3. Policy Period – From: 01/24/2024 **To:** 01/24/2025
12:01 a.m. at your mailing address above.

4. Form of Business: ☐ **Individual** ☐ **Partnership** ☒ **Corporation** ☐ **Joint Venture** ☐ **Other**

5. Limits of Insurance (*either* One-Shot *or* Reporting Form *as indicated below*)

☒ **SUPPLEMENTAL DECLARATIONS**
(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

A)	Any one building or structure	$
B)	All covered property at all locations	$
C)	Rate	Per Report
D)	Premium	Per Report
E)	Total Taxes and Surcharges (per attached endorsement – N/A in NY)	Per Report
F)	**Total Fully Earned Policy Premium**	Per Report

☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location
2150 Demetropolis Rd
Mobile, AL 36693

New Construction			
A)	Any one building or structure	$	0
B)	All covered property at all locations (same as A unless otherwise noted)	$	80
Remodeling			
D)	Renovations and improvements	$	
E)	Existing buildings or structures	$	
F)	Rate	$	0.50
G)	Premium	$	375.00
H)	Total Taxes and Surcharges (per attached endorsement)	$	0.00
I)	**Total Fully Earned Policy Premium** (minimum premium applicable)	$	375.00

6. Deductible: ☐$500 ☒$1,000 ☐$2,500 ☐$5,000 ☐Other

7. Forms Applicable To This Coverage Part:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ By: _____
Date Authorized Representative

FM-170001 (04-10)

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to forensic software company for annual renewal of subscription for forensic identification 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
20240207 Face Agenda Package POs	Cover Memo	2/7/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	2/8/2024 - 1:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4686	2024	(1545) POLICE CYBER DIVISION	ANNUAL RENEWAL OF SUBSCRIPTION FOR FORSENIC IDENTIFICATION SOFTWARE FOR MPD CYBER (EXEMPT AS SOFTWARE)	$42,000.00	(295490) FORENSIC SOFTWARE COMPANY

Adopted:

_____

City Clerk

Bill To	Requisition 00004686-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
Forensic software company.	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
	KEVIN.LEVY@CITYOFMOBILE.ORG
UNITED STATES	
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
01/29/24	295490				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	*RENEWAL FOR EXISTING SOFTWARE INVOICE #3258.			
001	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	42000.00000	42000.00
	Additional Description Notes			
	TOTAL LICENSES: RECURRING LICENSE SUBSCRIPTION:ANNUAL CAMERA SUBSCRITION PLATFORM LICENSE SUBSCRIPTION FOR THE PERIOD OF JANUARY 1, 2024 TO DECEMBER 31, 2024			
	Vendor Item			
	Inventory Item/Loc 1723			
1	1000.30.15.1530.1545.1530.0000.0000.42140.			42000.00
	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

Bill To	Requisition 00004686-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
Forensic software company UNITED STATES Tel#	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
01/29/24	295490				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.	42000.00	11102881.40
POLICE CYBER DIVISION EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	02/07/24	DONALD ROSE	Auto approved by: 9105fola
Approved	02/07/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/07/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	02/07/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	02/07/24	JOHN PAINE	Auto approved by: 9105fola
Approved	02/07/24	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	02/07/24	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to The Lamar Companies for billboard advertising for the Art Museum.
General fund.

Amount of Contract:

$21,126.00

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

ATTACHMENTS:

Description	Type	Upload Date
20240202 Lamar Agenda Package POs	Cover Memo	2/2/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	2/8/2024 - 1:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4755	2024	(0560) MOBILE MUSEUM OF ART	BILLBOARD ADVERTISING FOR ART MUSEUM (BELOW BID REQUIREMENT, SOLE SOURCE)	$21,126.00	(282590) THE LAMAR COMPANIES

Adopted:

_____
City Clerk

Bill To	Requisition 00004755-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.0560.0560.4000.0000.0000.42010. Review: Buyer: Status: Approved Page 1

Vendor
THE LAMAR COMPANIES
P O BOX 96030

BATON ROUGE, LA 70896

Ship To
MUSEUM OF ART
4850 MUSEUM DRIVE

MOBILE, AL 36608
MARCY.MCKEE@CITYOFMOBILE.ORG

Delivery Reference
MARY BETH LURSEN

Deliver To
MUSEUM OF ART
4850 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/30/24	282590	02/05/24			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
001	BILLBOARD ADVERTISING: N/S I-10 W/O DUVAL F/E, 03/04/24-08/18/24, LAMAR CONTRACT #4437583 Vendor Item	6.00 JOB	1976.00000	11856.00
	1 1000.50.23.0560.0560.4000.0000.0000.42010.			11856.00
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference MARY BETH LURSEN Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608			
002	BILLBOARD ADVERTISING: W/S I-65 S/O 1ST HWY 45 F/NE, 03/04/24-08/18/24, LAMAR CONTRACT #4437583 Vendor Item	6.00 JOB	1545.00000	9270.00
	1 1000.50.23.0560.0560.4000.0000.0000.42010.			9270.00

Bill To	Requisition 00004755-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.0560.0560.4000.0000.0000.42010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
THE LAMAR COMPANIES	MUSEUM OF ART
P O BOX 96030	4850 MUSEUM DRIVE
	MOBILE, AL 36608
BATON ROUGE, LA 70896	MARCY.MCKEE@CITYOFMOBILE.ORG
	Delivery Reference
	MARY BETH LURSEN
	Deliver To
	MUSEUM OF ART
	4850 MUSEUM DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/30/24	282590	02/05/24			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUSEUM OF ART
4850 MUSEUM DRIVE
MOBILE, AL 36608
Delivery Reference
MARY BETH LURSEN

Deliver To
MUSEUM OF ART
4850 MUSEUM DRIVE
MOBILE, AL 36608

Requisition Link

Requisition Total 21126.00

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

Account	Amount	Remaining Budget
1000.50.23.0560.0560.4000.0000.0000.42010.	21126.00	615631.74
MOBILE MUSEUM OF ART EXP ADVERTISING		

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

Activity	Date	Clerk	Comment
Approved	01/30/24	LIANNE KENNEY	
Approved	01/30/24	MATTHEW ANDERSON	Auto approved by: 910516420
Approved	01/30/24	JON CARFAGNO	Auto approved by: 910516420
Approved	01/31/24	DONALD ROSE	Auto approved by: 9105paij
Approved	01/31/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/31/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	01/31/24	SAMANTHA COOLEY	Auto approved by: 9105paij

Bill To	Requisition 00004755-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.0560.0560.4000.0000.0000.42010. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
THE LAMAR COMPANIES P O BOX 96030 BATON ROUGE, LA 70896	MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 MARCY.MCKEE@CITYOFMOBILE.ORG Delivery Reference MARY BETH LURSEN Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/30/24	282590	02/05/24			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 01/31/24 JOHN PAINE			
	Approved 01/31/24 MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Magnet Forensics USA, Inc, for annual renewal of subscription for electronic forensic software for MPD Cyber.
General fund.

Amount of Contract:

$54,390.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240207 Magnet Agenda Package POs	Cover Memo	2/7/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	2/8/2024 - 1:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4702	2024	(1545) POLICE CYBER DIVISION	ANNUAL RENEWAL OF SUBSCRIPTION FOR ELECTRONIC FORSENIC SOFTWARE FOR MPD CYBER (EXEMPT AS SOFTWARE)	$54,390.00	(295509) MAGNET FORENSICS USA, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004702-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
MAGNET FORENSICS USA, INC.	GULF COAST TECHNOLOGY CENTER
2250 CORPORATE PARK DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 230	
	MOBILE, AL 36602
HERNDON, VA 20171	KEVIN.LEVY@CITYOFMOBILE.ORG
UNITED STATES	
Tel#519-342-0195 X 3443	
	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
01/29/24	295509				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE_Q-312251-2			
	*RENEWAL OF EXISTING SOFTWARE			
001	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	54390.00000	54390.00
	Additional Description Notes			
	LICENSE-PREMIER			
	UNLIMITED iOS AND ANDROI			
	RENEWAL FOR SERIAL NUMBERS: 65a120f2d4811a03 and 74ce5fd9d4911d1a			
	1 APRIL 2024 TO 31 MARCH 2025			
	Vendor Item			
	Inventory Item/Loc 1723			
1	1000.30.15.1530.1545.1530.0000.0000.42140.			54390.00

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

Bill To	Requisition 00004702-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
MAGNET FORENSICS USA, INC.
2250 CORPORATE PARK DRIVE
SUITE 230

HERNDON, VA 20171
UNITED STATES
Tel#519-342-0195 X 3443

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
01/29/24	295509				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			54390.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.	54390.00	11102881.40
POLICE CYBER DIVISION EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	02/07/24	DONALD ROSE	Auto approved by: 9105fola
Approved	02/07/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/07/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	02/07/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	02/07/24	JOHN PAINE	Auto approved by: 9105fola
Approved	02/07/24	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	02/07/24	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vermeer Southeast Sales and Service for a wood-chipper for the Parks Department.
Capital equipment.

Amount of Contract:

$53,504.45

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

ATTACHMENTS:

Description	Type	Upload Date
20240208 Vermeer Agenda Package POs	Cover Memo	2/8/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	2/8/2024 - 1:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2095	2024	(F7000) MOTOR POOL	VERMEER BC1000XL 49HP, 12IN DRUM, WOOD CHIPPER FOR PARKS DEPARTMENT (SEALED BID 5865)	$53,504.45	(223500) VERMEER SOUTHEAST SALES AND SERVICE

Adopted:

_____
City Clerk

Bill To	Requisition 00002095-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
VERMEER SOUTHEAST SALES AND SERVICE INC	MUNICIPAL GARAGE
6691 MOBILE HIGHWAY	770 GAYLE STREET
	MOBILE, AL 36604
PENSACOLA, FL 32526	AGEET@CITYOFMOBILE.ORG
Tel#407-648-1145	Delivery Reference
Fax 407-648-1149	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/23	223500				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	VERMEER DRUM STYLE CHIPPER	1.00 EACH	53504.45000	53504.45

Additional Description Notes

VERMEER BC1000XL 49HP TIER FINAL 12" CAPACITY DRUM STYLE CHIPPER PLUS 3 YEARS PREMIUM COVERAGE W/MAINTENENCE

AS PER CITY OF MOBILE BID #5865 AND YOUR QUOTE DATED 1-22-2024 BY BRAYDEN HUNTER.

1 2000.80.00.0000.0000.0000.0000.0000.47010.
E E0022 .CAPEQUIPMT. . 53504.45

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 53504.45

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

Bill To	Requisition 00002095-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
VERMEER SOUTHEAST SALES AND SERVICE INC	MUNICIPAL GARAGE
6691 MOBILE HIGHWAY	770 GAYLE STREET
	MOBILE, AL 36604
PENSACOLA, FL 32526	AGEET@CITYOFMOBILE.ORG
Tel#407-648-1145	Delivery Reference
Fax 407-648-1149	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/23	223500				MOTOR POOL

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
E	E0022 .CAPEQUIPMT. .		53504.45	172652.36

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	53504.45	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	11/20/23	KIM CARMODY	Auto approved by: 91055604
Approved	11/20/23	DANIEL OTTO	
Approved	11/20/23	BRENDA RHODES	
Approved	11/20/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/20/23	RELYA MALLORY	Auto approved by: 910511034
Approved	02/08/24	DONALD ROSE	Auto approved by: 9105paij
Approved	02/08/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/08/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	02/08/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	02/08/24	JOHN PAINE	
Approved	02/08/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID 5865
TRAILER MOUNTED DRUM-STYLE CHIPPER

COASTAL MACHINERY	VERMEER	TECHNOLOGY INTERNATIONAL
$45,061.00	$53,504.45	$66,900.00
BANDIT 12 X PC	VERMEER BC1000XL	VERMEER BC1000XL
NOT SPEC	AWARDED	

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
01/08/2024	5865	Parks	To be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 26, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**TRAILER MOUNTED DRUM WOOD CHIPPER** Trailer-mounted 12" capacity Drum Wood Chipper as per the following and attached specifications: Vermeer 12" capacity drum style chipper as per the following and attached. Make_____ Model_____ Provide literature and specifications on product bid. Location of service center: _____ _____ Upon award, the City will purchase a minimum of one (1) trailer mounted 12" capacity drum wood chipper.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Vermeer BC1000XL Chipper or equal

- Engine: 72.4 hp (gross/maximum)
- 4 cylinder
- Liquid cooled, 5.5 gallon coolant capacity
- Alternator: 95 amps
- Clutchless PTO
- Throttle integrated with the belt drive engagement; PTO can only be engaged while the engine is at low idle/low rpm
- Feed sensing control monitors engine rpm and automatically stops and reverses feed rollers when feeding large, hardwood material
- Unleaded and E10 gasoline
- Torque: 154 lb-ft @ 1600 rpm
- Air Cleaner: 2-stage dry with safety element
- Maximum angle of continuous operation: 30 degree
- Fuel tank: 20 gal.
- Chipping capacity: 12 inch
- Infeed opening height: 12 inch
- Infeed opening width: 17 inch
- Feed table length: 32 inch
- Feed table height: 26 inch
- Distance from feed table to ground: 26 inch
- Feed roller style: horizontal
- Feed speed: 118 fpm
- Disc/drum speed: 2205 rpm
- Drum size: 20 inch
- Drum thickness: .4 inch
- Knives: 2 knives, 6 inch x 4.5 inch x 9 inch
- Knife thickness: .6 inch
- Bedknife: 4 sided, 3.5 inch x 17.3 inch; 4 usable edges
- Bedknife thickness: 1 inch
- Replaceable threaded knife block
- Bottom feed stop bar
- Discharge height: 101 inch
- Degree of rotation: 270 degree; manual rotate with pin lock
- Hydraulic tank: 7 gallon
- Shutdown system: high temp, low pressure
- Frame: .25 inch x 7 inch Z-channel
- Axle/suspension: torsion
- LED trailer type light
- Tires: ST235/80/R16 Load Range E

- Electric brakes
- Axle/suspension: 7000 lb.
- Hitch: pintle
- 1 year/1000 hour warranty; 3 year/6000 hour warranty on drum housing, cutter drum, shaft and hubs
- Vender to state the location where warranty and repair work is done

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:2/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vulcan, Inc., for 1000 post-mounted street sign holders for Traffic Engineering.
General fund.

Amount of Contract:

$26,050.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240202 Vulcan Agenda Package POs	Cover Memo	2/2/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	2/8/2024 - 1:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4118	2024	(2060) TRAFFIC ENGINEERING	1000 POST MOUNTED STREET SIGN HOLDERS FOR TRAFFIC ENGINEERING (PRICE QUOTE, BELOW BID REQUIREMENT)	$26,050.00	(270972) VULCAN, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004118-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/16/24	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER YOUR QUOTE 42170			
001	12" Adjustable flat blade cap for UC Post (1 blade holder and one cap part) Adjustable SNS cap for U-channel post with 12" flat blade holder. See attached quote.	500.00 EACH	27.55000	13775.00
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			13775.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	12" Adjustable flat blade cross (2 blade holder pieces equals 1 cross part). Adjustable SNs cross with 12" flat blade holder. See attached quote.	500.00 EACH	24.55000	12275.00

Bill To	Requisition 00004118-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/16/24	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.3005.2060.3005.0000.0000.44020.			12275.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 26050.00

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	26050.00	804256.22
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	01/20/24	DONALD ROSE	Auto approved by: 910518227
Approved	01/20/24	SANDRA LEWIS	
Approved	01/20/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	01/20/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	01/20/24	JOHN PAINE	Auto approved by: 910518227
Approved	01/20/24	MICHAEL SPAFFORD	Auto approved by: 910518227

Bill To	Requisition 00004118-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/16/24	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Carroll

Purpose and Scope of Project:

This is an amendment to the original contract in the amount of $148,914.35 adding $35,423.61 for additional services.

Amount of Contract:

$35,423.61 (Additional Amount)

Funding Source

Project # Heroes Plaza - Professional Services PR-022-22 **Discretionary Funds**

Project String C0607 Heroes Plaza - Professional Services (20002000-42200) **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-022-22 Amendment	Cover Memo	1/19/2024
Capital Change Order Request Form	Cover Memo	2/8/2024
resolution	Cover Memo	2/8/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/8/2024 - 12:11 PM
Capital	Rhodes, Brenda	Approved	2/8/2024 - 3:35 PM

Legal	Kern, Chris	Approved	2/8/2024 - 3:39 PM
Mayors Office	Barber, James	Approved	2/8/2024 - 3:42 PM

RESOLUTION- AMENDMENT

2024

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

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of $35,423.61 will be added to the original contract amount of $148,914.35. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Volkert, Inc.
Project Name:	Heroes Plaza - Professional Services
Project Number:	PR-022-22
Amount:	$35,423.61 (Additional Amount)

Adopted:

_____
City Clerk

AMENDMENT to AGREEMENT BETWEEN CITY OF MOBILE AS OWNER AND THE VOLKERT, INC AS CONSULTANT FOR STIPULATED SUM

This Amendment to Agreement is entered into as of the ____ day of _____, 2024, between the City of Mobile as Owner and Volkert, Inc. as Consultant.

WHEREAS, the City of Mobile ("Owner") and Volkert, Inc. ("Consultant") entered into an Agreement for professional design services at Heroes Plaza, PR-022-22, dated August 8, 2023 (hereinafter referred to as "Agreement");

WHEREAS, the Owner and Consultant wish to amend the Agreement to provide Additional Design Services pursuant to the proposal dated November 17, 2023, attached hereto and as is hereafter more particularly set forth;

NOW, THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Deductive Design Services for Heroes Plaza – Task 2 – Construction Administration Phase for the sum of ($3,700.76).
2. Additional Design Services for Heroes Plaza – Task 3 – Plan Update Phase for Addition of Alternates for the sum of $20,426.85.
3. Additional Design Services for Heroes Plaza – Task 4 – Rebid Phase for the sum of $5,706.70.
4. Additional Design Services for Heroes Plaza – Task 5 – Plan Update Phase for Marquee Modifications for the sum of $7,020.41.
5. Additional Design Services for Heroes Plaza – Task 6 – Plan Update Phase for VE (Value Engineering) Modifications for the sum of $5,970.41.

6. In Article 11.1, the original Agreement sum of One Hundred Forty-Eight Nine Hundred Fourteen and 35/100 Dollars ($148,914.35) shall be increased by the sum of Thirty-Five Thousand Four Hundred Twenty-Three and 61/100 Dollars ($35,423.61). Therefore, the new Agreement sum shall be One Hundred Eighty-Four Thousand Three Hundred Thirty-Seven and 96/100 Dollars ($184,337.96).

7. Additional Design Services shall further add an additional Zero (0) days to Section 3.1.1 of the Agreement.

8. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

9. Owner and Consultant each represent and warrant to the other that it has full authority to enter into and perform this Amendment. The persons signing this Amendment on behalf of Owner

and Consultant respectively represent and warrant that he or she has the full and complete authority to bind Owner and Consultant, as the case may be, to this Amendment.

10. This Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by its officer thereunto duly authorized as of the date first above written.

OWNER: CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

ATTEST:_____
City Clerk

CONSULTANT: VOLKERT, INC.

By:_____
Drew Davis, Vice Present

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Holly Gibney, whose name as HR Manager of Volkert, Inc., is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19 day of January, 2024.

Commission Expires:

CHRISTINA WILLIAMS
My Commission Expires
February 4, 2024

Notary

Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609
(251) 342-1070
www.volkert.com

VOLKERT

November 17, 2023

VIA E-MAIL

Mrs. Cassie Boatwright
Real Estate Asset Management
City of Mobile
205 Government Street
Mobile, Alabama 36602

Volkert Project No: **1201239**
Project Description: **Heroes Plaza – Phase 1**
Bid and Construction Services

RE: Amendment No. 1 – Plan Update and Rebid Services

Dear Mrs. Boatwright:

Please find the attached Amendment No. 1 – Attachment A (Engineering Fee Proposal). Amendment No. 1 will include engineering services to revise the plans for Heroes Plaza – Phase 1 for the addition of multiple additive alternates, modifications to the marquee, and value engineering modifications. Amendment No. 1 will also include bid procurement services to rebid the project.

Amendment No. 1 will be governed by the terms and conditions described in the Agreement dated August 8, 2023. A summary of professional services and associated cost is provided below:

Project No.	BASIC SERVICES	Original Contract	Amendment No. 1	Total
1201239	Task 1 – Bid Procurement Phase	$9,182.72	$0.00	$9,182.72
	Task 2 – Construction Administration Phase	$139,731.63	($3,700.76)	$136,030.87
	Task 3 – Plan Update Phase for Addition of Alternates	$0.00	$20,426.85	$20,426.85
	Task 4 – Rebid Phase	$0.00	$5,706.70	$5,706.70
	Task 5 – Plan Update Phase for Marquee Modifications	$0.00	$7,020.41	$7,020.41

Project No.	BASIC SERVICES	Original Contract	Amendment No. 1	Total
	Task 6 – Plan Update Phase for VE Modifications	$0.00	$5,970.41	$5,970.41
Total Basic Services		$148,914.35	**$35,423.61**	$184,337.96
Project No.	**SPECIAL SERVICES**	**Original Contract**	**Amendment No. 1 Rebid**	**Total**
TBD	N/A	$0.00	$0.00	$0.00
Total Special Services		**$0.00**	**$0.00**	$0.00
TOTAL PROJECT		**$148,914.35**	**$35,423.61**	$184,337.96

Amendment No. 1 is provided for review and acceptance. Upon your review and if you concur with the scope of services and cost associated with these services, please sign in the appropriate space provided on page 2 of this letter agreement and return a fully executed copy to Volkert.

Please call if you have any questions.

Sincerely,
VOLKERT, INC.

Jordan Stringfellow

Jordan Stringfellow, P.E.
Assistant Vice President

JHS/
Attachment

CITY OF MOBILE

_____ Date: _____
Sandy Stimpson, Mayor

VOLKERT, INC.

Hank E Eubanks

_____ Date: 11-17-2023
Hank Eubanks, P.E.
Regional Vice President

VOLKERT

ATTACHMENT A

ENGINEERING FEE PROPOSAL

FOR

AMENDMENT NO. 1
PLAN UPDATE AND REBID SERVICES
TO
HEROES PLAZA PHASE 1
BID & CONSTRUCTION ADMINISTRATION SERVICES

FOR

MOBILE ALABAMA

IN

DOWNTOWN MOBILE

PREPARED BY:

VOLKERT

1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Volkert Project No: 1201239

Submission Date: November 17, 2023

INDEX

DESCRIPTION **SHEET NUMBER**

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Basic Service Man-Hour & Cost Estimate 8-19

Special Service Man-Hour & Cost Estimate ..... N/A

ATTACHMENTS

Sub-Consultant Proposals..... ATTACHMENT B

PROJECT INTRODUCTION & SCOPE

AMENDMENT NO. 1: PLAN UPDATE AND REBID SERVICES

Amendment No. 1 includes the following:

- Engineering services to revise the plans for Heroes Plaza – Phase 1 for the addition of multiple additive alternates.
- Bid procurement services to rebid the project.
- Engineering services to revise the Heroes Plaza plans due to modifications to the Marquee.
- Coordination with the Contractor to identify value engineering options and engineering services to update the plans as needed.
- Reduction in Construction Administration Services to combine the weekly site inspection with the bi-weekly OAC meeting.

The Additive Alternates shall be as follows:

- Add Alternate 1 (Keep fountain façade as is)
  - Base bid: leave existing granite cobbles in place on fountain wall. Construct the remaining fountain components per the plans.
  - Alternate: strip granite cobbles off fountain wall and re-build wall according to plans for new concrete slab described on 3/L-5.40. Remove granite cobble from fountain, clean mortar, and reuse as paving per L-2.03 (ALT). Construct new fountain face with cast in place and precast concrete components per the plans (refer to L-5.40 & L-5.41). Remove existing interpretive plaque from wall at top of fountain and relocate on new pre-cast plinth near granite cobble paving as indicated on plans.
- Add Alternate 2 (ADA Ramp)
  - Base Bid: retain portion of existing concrete stairs from north of fountain to building wall beneath arcade. Terminate existing stairs to remain by extending cheek wall along West edge of existing large staircase.
  - Alternate: Demolish existing stairs up to second landing. Construct an ADA ramp underneath the building arcade. Build a new bottom flight of stairs for the existing large staircase, and construct a cheek wall along the West edge of that staircase, and an additional wall separating the staircase from the ADA ramp. Refer to (ALT) sheets.
- Add Alternate 3 (Intersection work)
  - Base Bid: Keep Water/Government Street intersection as-is. Roundabout exit from Hero Plaza site is right out only.

- Alternate: Perform intersection enhancements indicated in plans. Roundabout exit from Hero Plaza is multi-directional. Will include installation of traffic signal pole, traffic signal heads, and milling, paving, and striping of intersection. Refer to L-2.03 and L-2.03 (ALT) for alternate paved median layout.

- Add Alternate 4 (Electrical Work)
  - Base Bid: Install conduit and junction boxes for electrical wiring and blockouts for light fixtures. Install all fountain mechanical system components (including electrical wiring but excluding fountain light fixtures). Do not install light fixtures. Do not commission lighting integrator. General contractor to coordinate with electrical contractor (under separate contract) to install footings for bollards, poles, and other related components required to complete the electrical work.
  - Alternate: Perform all electrical work as indicated in plans, including installation of all light fixtures and associated components and commissioning of lighting integrator services.
- Add Alternate 5 (Speaker System)
  - Base Bid: Exclude speakers and installation. Provide conduit for speaker wiring, but do not install wiring.
  - Alternate: Furnish and install speakers as described in plans.
- Add Alternate 6 (Camera System)
  - Base Bid: Exclude cameras and installation. Provide conduit for camera wiring, but do not install wiring.
  - Alternate: Furnish and install cameras as described in plans.

Volkert will serve as the prime consultant and will serve as the City's direct point of contact. Volkert will utilize the expertise of Sub-consultant TSW to serve as the Team's Lead for Construction Administration and the primary point of contact with the Contractor. Refer to Attachment B for a more detailed scope of TSW's services.

BASIC SERVICES (Lump Sum)

The scope of Basic Services will include a Plan Update Phase and Rebid Phase. An itemized list of services is anticipated:

Task 3: Plan Update Phase for Addition of Alternates

1. TSW:
   a. Refer to Attachment B for details.

2. Volkert:
    a. Revise Plans for the Addition of Additive Alternates
    b. Develop New Plan Sheets for the Addition of Additive Alternates
    c. Update Bid Proposal for the Addition of Additive Alternates
    d. Review Updated Plans & Specifications

Task 4: Rebid Phase

1. TSW:
    a. Refer to Attachment B for details.
2. Volkert:
    a. Coordination of the project advertisement
    b. Preparation of Bid Packets for Distribution
    c. Attend the Pre-Bid Meeting
    d. Address Contractor Questions and Issue Addendums
    e. Assist City with Bid Evaluations

Task 5: Plan Update Phase for Marquee Modifications

1. TSW:
    a. Refer to Attachment B for details.
2. Volkert:
    a. Revise Civil Plan Sheets for the Marquee Modifications

Task 6: Plan Update Phase for Value Engineering Items

1. TSW:
    b. Refer to Attachment B for details.
2. Volkert:
    a. Revise Civil Plan Sheets for the Value Engineering Items

Reduction in Construction Administration Services (Task 2)

Volkert's Construction Administration services were reduced to combine the bi-weekly OAC meetings with the weekly site inspection.

***Refer to Man-hour Estimates for itemized list of anticipated scope for each of the services listed. ***

SPECIAL SERVICES (Cost Plus with Not to Exceed)

There are no special services included with this proposal.

EXCLUDED SERVICES

Any service not specifically mentioned or described within this document is considered excluded from the scope of services related to this task order. Excluded services will not be performed under this task order but may be added in the form of an amendment or a separate task order.

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES
SUMMARY OF ENGINEERING FEE PROPOSAL
HEROES PLAZA - PHASE 1
BID & CONSTRUCTION ADMINISTRATION SERVICES

BASIC / PROFRESSIONAL SERVICES

TASK NO.	SERVICE DESCRIPTION	TOTAL COST
1	TOTAL BID PROCUREMENT PHASE	$9,182.72
2	TOTAL CONSTRUCTION ADMINISTRATION PHASE	$136,030.87
3	TOTAL PLAN UPDATE PHASE FOR ADDITION OF ALTERATES	$20,426.85
4	TOTAL REBID PHASE	$5,706.70
5	TOTAL PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS	$7,020.41
6	TOTAL PLAN UPDATE PHASE FOR VE MODIFICATIONS	$5,970.41
	TOTAL BASIC SERVICES COST (LUMP SUM)	**$184,337.96**

SPECIAL SERVICES

TASK NO.	SERVICE DESCRIPTION	TOTAL COST
N/A	N/A	$0.00
	TOTAL SPECIAL SERVICES COST (COST PLUS)	**$0.00**
	TOTAL ENGINEERING COST	**$184,337.96**

MODIFICATIONS TO ORIGINAL CONTRACT

ADDITIONS TO ORIGINAL CONTRACT

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	MAN-HOUR BID PROCUREMENT ESTIMATE - VOLKERT					
1	**BID PROCUREMENT - VOLKERT**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
1.1	Coordinate Project Advertisement		1			
1.2	Prepare Bid Packets for Distribution		1			
1.3	Prepare Notes & Agendas for Pre-Bid Meeting		2			2
1.4	Conduct Pre-Bid Meeting		4			
1.5	Prepare Resume of Pre-Bid Meeting		2			2
1.6	Address Contractor Questions & Issue Addendums		20			2
1.7	Evaluate & Reconcile Bids	1	4			2
TOTAL BID PROCUREMENT MAN-HOURS - VOLKERT		**1**	**34**	**0**	**0**	**8**

Task No.	PROPOSED BID PROCUREMENT FEE - VOLKERT					
1	**BID PROCUREMENT - VOLKERT**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	1	$72.55	$72.55		
	Staff 2 Professional	34	$59.93	$2,037.62		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	0	$40.48	$0.00		
	Administrative Assistant	8	$33.25	$266.00		
	TOTAL DIRECT LABOR			**$2,376.17**		
	Combined Overhead		143.92%	$3,419.78		
	TOTAL LABOR + OVERHEAD			**$5,795.95**		
	Operating Margin		15%	**$869.39**		
	FCCM (Direct Labor Only)		0.180%	**$4.28**		
	SUBTOTAL LABOR COSTS			**$6,669.62**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	**Trips**	**Miles**	**Rate**		**Cost**
		1	20	$0.655		$13.10
	TOTAL OUT OF POCKET					**$13.10**
	SUBTOTAL BID PROCUREMENT PHASE - VOLKERT					**$6,682.72** LS

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	SUB-CONSULTANT (TSW) BID PROCUREMENT PHASE		
1.B	**BID PHASE - TSW**	**COST**	
1.B1	Bid Phase	$2,500.00	
	SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS	**$2,500.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$125.00	
	TOTAL SUBCONSULTANT BID PHASE SERVICES COST	**$2,625.00**	**LS**

TOTAL BID PROCUREMENT PHASE	**$9,182.72**	**LS**

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE - VOLKERT					
2A	**Construction Administration (12 Months / 52 Weeks) (Site Development Only)**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
2A.1	Prepare Contract Documents & Issue for Construction Plans	1	4	8		2
2A.2	Prepare Notes & Agendas for Pre-Construction Meeting	2	2			
2A.3	Conduct Pre-Construction Meeting	4	4			
2A.4	Review Shop Drawings / Submittals	4	24			
2A.5	Contractor RFIs	4	40			
~~2A.6~~	~~Attend OAC Meetings (1 per month) (11 Meetings - 2 hours each)~~		~~0~~			
2A.7	Weekly Site Inspection and Attend Bi-Weekly OAC Meetings (44 Inspections - 1.5 hours each)		66			
2A.8	Weekly Site Inspection Reports (44 Reports - 1 hour each)		44			
2A.9	Review Reports / Pay Estimates	4	12			2
2A.10	Attend Final Inspection	4	4			
2A.11	Prepare & Issue Record Drawings	1	2	8		2
2A.12	Coordinate Project Closeout	1	4			4
2A.13	Miscellaneous Meetings / Admin / Questions		8			
TOTAL CONST. ADMIN. MAN-HOURS		**25**	**214**	**16**	**0**	**10**

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION PHASE FEE - VOLKERT					
2A	**Construction Administration (12 Months / 52 Weeks) (Site Development Only)**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	25	$72.55	$1,813.75		
	Staff 2 Professional	214	$59.93	$12,825.02		
	Staff 1 Professional	16	$39.94	$639.04		
	Technician	0	$47.05	$0.00		
	Administrative Assistant	10	$33.25	$332.50		
	TOTAL DIRECT LABOR			**$15,610.31**		
	Combined Overhead		143.92%	$22,466.36		
	TOTAL LABOR + OVERHEAD			**$38,076.67**		
	Operating Margin		15%	**$5,711.50**		
	FCCM (Direct Labor Only)		0.180%	**$28.10**		
	SUBTOTAL LABOR COSTS			**$43,816.27**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	**Trips**	**Miles**	**Rate**	**Cost**	
		66	20	$0.655	$864.60	
	TOTAL OUT OF POCKET				**$864.60**	
	TOTAL CONST. ADMIN PHASE - VOLKERT COST				**$44,680.87**	**LS**

Task No.	SUB-CONSULTANT (TSW) CONSTRUCTION ADMINISTRATION PHASE		
2B	**CONSTRUCTION ADMINISTRATION - TSW**	**COST**	
2B.1	Construction Administration - Plaza	$87,000.00	
SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS		**$87,000.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$4,350.00	
	TOTAL SUBCONSULTANT BID PHASE SERVICES COST	**$91,350.00**	**LS**

TOTAL CONSTRUCTION ADMINISTRATION PHASE	**$136,030.87**	**LS**

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES MAN-HOUR PLAN UPDATE ESTIMATE - VOLKERT					
3A	**PLAN UPDATE PHASE FOR ADDITION OF ALTERNATES - VOLKERT**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
3A.1	Revise Plans for the Addition of Additive Alternates		4		8	
3A.2	Develop New Plan Sheets for the Addition of Additive Alternates		2		4	
3A.3	Update Bid Proposal for the Addition of Additive Alternates		4			2
3A.4	Review Updated Plans & Specifications	4				
	TOTAL PLAN UPDATE MAN-HOURS - VOLKERT	**4**	**10**	**0**	**12**	**2**

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES PROPOSED PLAN UPDATE FEE - VOLKERT					
3A	**PLAN UPDATE PHASE FOR ADDITION OF ALTERNATES - VOLKERT**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	4	$72.55	$290.20		
	Staff 2 Professional	10	$59.93	$599.30		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	12	$40.48	$485.76		
	Administrative Assistant	2	$33.25	$66.50		
	TOTAL DIRECT LABOR			**$1,441.76**		
	Combined Overhead		143.92%	$2,074.98		
	TOTAL LABOR + OVERHEAD			**$3,516.74**		
	Operating Margin		15%	**$527.51**		
	FCCM (Direct Labor Only)		0.180%	**$2.60**		
	SUBTOTAL LABOR COSTS			**$4,046.85**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	**Trips**	**Miles**	**Rate**		**Cost**
		0	20	$0.655		$0.00
	TOTAL OUT OF POCKET					**$0.00**
	SUBTOTAL PLAN UPDATE PHASE - VOLKERT					**$4,046.85** LS

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES SUB-CONSULTANT (TSW) PLAN UPDATE PHASE		
3B	PLAN UPDATE PHASE FOR ADDITION OF ALTERNATES - TSW	COST	
3B.1	Plan Updates for the Addition of Additive Alternates	$15,600.00	
	SUBTOTAL PLAN UPDATE PHASE - SUBCONSULTANTS	**$15,600.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$780.00	
	TOTAL SUBCONSULTANT PLAN UPDATE PHASE COST	**$16,380.00**	**LS**

TOTAL PLAN UPDATE PHASE FOR ADDITION OF ALTERNATES	**$20,426.85**	**LS**

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES MAN-HOUR REBID PHASE ESTIMATE - VOLKERT					
4A	REBID PHASE - VOLKERT	Project Manager	Staff 2 Prof	Staff 1 Prof	Tech	Admin
4A.1	Coordinate Project Advertisement		1			
4A.2	Prepare Bid Packets for Distribution		1			
4A.3	Attend Pre-Bid Meeting		2			
4A.4	Address Contractor Questions & Issue Addendums		4			
4A.5	Assist City with Bid Evaulations		4			
	TOTAL REBID PHASE MAN-HOURS - VOLKERT	0	12	0	0	0

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES PROPOSED REBID PHASE FEE - VOLKERT					
4A	REBID PHASE - VOLKERT	Man-hour	Rate	COST		
	Labor Costs					
	Project Manager	0	$72.55	$0.00		
	Staff 2 Professional	12	$59.93	$719.16		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	0	$40.48	$0.00		
	Administrative Assistant	0	$33.25	$0.00		
	TOTAL DIRECT LABOR			$719.16		
	Combined Overhead		143.92%	$1,035.02		
	TOTAL LABOR + OVERHEAD			$1,754.18		
	Operating Margin		15%	$263.13		
	FCCM (Direct Labor Only)		0.180%	$1.29		
	SUBTOTAL LABOR COSTS			$2,018.60		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	Trips	Miles	Rate		Cost
		1	20	$0.655		$13.10
	TOTAL OUT OF POCKET					$13.10
	SUBTOTAL REBID PHASE - VOLKERT					$2,031.70 LS

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES SUB-CONSULTANT (TSW) REBID PHASE		
4B	**REBID PHASE - TSW**	**COST**	
4B.1	Rebid Services	$3,500.00	
	SUBTOTAL REBID PHASE - SUBCONSULTANTS	**$3,500.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$175.00	
	TOTAL SUBCONSULTANT REBID PHASE COST	**$3,675.00**	LS

TOTAL REBID PHASE	**$5,706.70**	LS

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES MAN-HOUR PLAN UPDATE ESTIMATE - VOLKERT					
5A	**PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS - VOLKERT**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
5A.1	Revise Civil Plans due to Modifications to the Marquee		2		8	
	TOTAL PLAN UPDATE MAN-HOURS - VOLKERT	**0**	**2**	**0**	**8**	**0**

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES PROPOSED PLAN UPDATE FEE - VOLKERT					
5A	**PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS - VOLKERT**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	0	$72.55	$0.00		
	Staff 2 Professional	2	$59.93	$119.86		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	8	$40.48	$323.84		
	Administrative Assistant	0	$33.25	$0.00		
	TOTAL DIRECT LABOR			**$443.70**		
	Combined Overhead		143.92%	$638.57		
	TOTAL LABOR + OVERHEAD			**$1,082.27**		
	Operating Margin		15%	**$162.34**		
	FCCM (Direct Labor Only)		0.180%	**$0.80**		
	SUBTOTAL LABOR COSTS			**$1,245.41**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	**Trips**	**Miles**	**Rate**		**Cost**
		0	20	$0.655		$0.00
	TOTAL OUT OF POCKET					**$0.00**
	SUBTOTAL PLAN UPDATE PHASE - VOLKERT					**$1,245.41** LS

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES SUB-CONSULTANT (TSW) PLAN UPDATE PHASE		
5B	PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS - TSW	COST	
5B.1	Plan Updates for Marquee Modifications	$5,500.00	
	SUBTOTAL PLAN UPDATE PHASE - SUBCONSULTANTS	**$5,500.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$275.00	
	TOTAL SUBCONSULTANT PLAN UPDATE PHASE COST	**$5,775.00**	**LS**

TOTAL PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS	**$7,020.41**	**LS**

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES MAN-HOUR PLAN UPDATE ESTIMATE - VOLKERT					
6A	**PLAN UPDATE PHASE FOR VE MODIFICATIONS - VOLKERT**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
6A.1	Revise Civil Plans due to VE Modifications		2		8	
	TOTAL PLAN UPDATE MAN-HOURS - VOLKERT	**0**	**2**	**0**	**8**	**0**

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES PROPOSED PLAN UPDATE FEE - VOLKERT					
6A	**PLAN UPDATE PHASE FOR VE MODIFICATIONS - VOLKERT**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	0	$72.55	$0.00		
	Staff 2 Professional	2	$59.93	$119.86		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	8	$40.48	$323.84		
	Administrative Assistant	0	$33.25	$0.00		
	TOTAL DIRECT LABOR			**$443.70**		
	Combined Overhead		143.92%	$638.57		
	TOTAL LABOR + OVERHEAD			**$1,082.27**		
	Operating Margin		15%	**$162.34**		
	FCCM (Direct Labor Only)		0.180%	**$0.80**		
	SUBTOTAL LABOR COSTS			**$1,245.41**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	**Trips**	**Miles**	**Rate**		**Cost**
		0	20	$0.655		$0.00
	TOTAL OUT OF POCKET					**$0.00**
	SUBTOTAL PLAN UPDATE PHASE - VOLKERT					**$1,245.41** LS

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES SUB-CONSULTANT (TSW) PLAN UPDATE PHASE		
6B	**PLAN UPDATE PHASE FOR VE MODIFICATIONS - TSW**	**COST**	
6B.1	Plan Updates for VE Modifications	$4,500.00	
	SUBTOTAL PLAN UPDATE PHASE - SUBCONSULTANTS	**$4,500.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$225.00	
	TOTAL SUBCONSULTANT PLAN UPDATE PHASE COST	**$4,725.00**	**LS**

TOTAL PLAN UPDATE PHASE FOR VE MODIFICATIONS	**$5,970.41**	**LS**

ATTACHMENT B

SUBCONSULTANT PROPOSALS

FOR

AMENDMENT NO. 1
PLAN UPDATE AND REBID SERVICES
TO
HEROES PLAZA PHASE 1
BID & CONSTRUCTION ADMINISTRATION SERVICES

FOR

MOBILE
ALABAMA

IN

DOWNTOWN MOBILE

Volkert Project No: 1201239

Submission Date: November 17, 2023

TSW
PLANNING · ARCHITECTURE
LANDSCAPE ARCHITECTURE

CONTRACT AMENDMENT

Hero Plaza Construction Documents Amendment 1

This AMENDMENT (the 'Amendment') is dated and in effect as of October 25, 2023

This amendment (the "Amendment") is made by:

Between:

Owner/Company:	Volkert
Address:	1110 Montlimar Dr., Suite 1050, Mobile, AL 36609

Hereafter referred to as "Owner", and

TSW
1447 Peachtree Street, Suite 850
Atlanta, GA 30309

Hereafter referred to as "Consultant".

Parties to the agreement for:

Hero Plaza Bidding Assistance + Construction Administration (the "PROJECT")

Dated May 4, 2023, and authorized May 4, 2023 (the "AGREEMENT").

The Agreement is amended as follows:

1. Add Tosk for design revisions for rebidding the project with alternates including Landscape Architecture and Structural Engineering:

A. Base bid:
Drawing changes: modify drawings north stairs to keep their original configuration (no ADA ramp, no shortening of the stairs,) including associated demolition sheets, layout sheets, grading sheets, landscape sheets, changes to associated detail sheets total of 4 sheets changes.

B. Alternate 2.
ADA ramp alternate exhibit, add demolition and shoring to retain portion of stairs that are not under the building, add retaining wall between existing stairs and ADA ramp. (change to currently proposed design, no change to existing north stair layout adjacent). This will require the addition of 1 sheet and modification of a few associated sheets as well as a structural review.

C. Alternate 3.
Existing Fountain facade to remain. 1 alternate sheet update and description. Remove pavers in park entrance area.

D. All alternates: Specification updates to add alternates.

2. Add task for rebidding and negotiation with the contractor to identify opportunities for cost savings.

3. Add Task for design revisions for amending the bid documents with revisions to the landscape and hardscape design to minimize conflicts with the proposed marquee sign footer. The amended scope of work includes the following new tasks:

- Update CAD base: show sign footers, change footprint of modular seat wall, shift lighted bollard off of sign footer, modify driveway alignment and curb location to avoid conflict with sign footer.
- Coordinate new layout with civil and structural
- Coordinate updated wall light location with civil (electrical)
- Coordinate new bollard location with civil (electrical)
- Coordinate updated landscape drainage with civil (MEP)
- Update Demolition Plan L-1.01 with existing sign footers and removal of adjacent hardscape.
- Update Layout Plan L-2.01
- Update Jointing Plan L-2.11
- Update Wall Plan L-2.21
- Update Grading Plan L-3.01
- Update Light Fixture Plan L-4.01
- Update Supplementary Drainage Plan L-4.11
- Update Modular Bench detail 1/L-5.50
- Update Landscape Plan LP-1.01
- Update Overall Landscape Schedule LP-1.10
- Update Alternate Overall Landscape Schedule LP-1.10A
- Export drawing set, integrate new subconsultant drawings, and issue Addendum

4. Add Task for design revisions for amending the bid documents with revisions to the hardscape design based on VE negotiations with the contractor.

- The specific VE items that are most likely to result in feasible cost savings include utilizing CIP concrete seat walls instead of the precast modular benches and swapping out the custom wooden

seot inserts with a product. Final scope of design revisions is TBD based on completed VE negotiations.

Amendment 1 Fees

Tosk 1 – Plon Update for Addition of Alternates	$15,600 Lump Sum
Task 2 - Rebid Services	$3,500 Lump Sum
Task 3 – Plan Update for Marquee Modifications	$5,500 Lump Sum
Task 4 – Plan Update for VE Modifications	$4,500 Lump Sum
Total Amendment 1 Fees:	**$29,100 Lump Sum**

Except as set forth in this Amendment, the Agreement is unaffected and sholl continue in full force ond effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Owner: _____ Date: _____
Signature

Name: _____ Title: _____

On behalf of Consultant: _____ Date: 10.25.2023
Signature

Name: Bryan Bays Title: Principal, TSW

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **FRANK F MILLSAPS** of **MOBILE**, **Alabama**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14** day of **Decembe**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

21-832 **2023**

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:	VOLKERT, INC.
Project Name:	HEROES PLAZA – PROFESSIONAL SERVICES (CONSULTANT)
Project Number:	PR-022-22
Amount:	$148,914.35

Adopted: AUG - 8 2023

City Clerk

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this August 8, 2023.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

City of Mobile Business License No.: 490600

Secretary of State Registration No.: 000-142-289

For the following Project: Heroes Plaza
1 South Water Street
Mobile, Alabama 36602

Project Number: PR-022-22

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 ONE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED FOURTEEN AND 35/100 DOLLARS ($148,914.35).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated May 5, 2023 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:	Volkert, Inc.
Address:	1110 Montlimar Drive, Suite 1050
Phone Number:	(251) 342-1070
Email address:	Jordan.stringfellow@volkert.com
Name:	Jordan Stringfellow, P.E.

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant will perform assigned Bid and Construction Administration Services as prescribed in May 5, 2023 proposal.

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 as set forth in Section 4.1 herein. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements set forth in Section 4.1 herein. 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 May 5, 2023.

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 on 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 Harbor workers 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. 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.

F. 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.

"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, Attachment "A" dated May 5, 2023;
3. Subconsultant Proposal, Attachment "B", dated May 5, 2023;
4. Certificate of Insurance with Endorsements;
5. State of Alabama Business Entity Record;
6. 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 affect 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

DESCRIPTIONS (Continued from Page 1)

and Employer's Liability. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment).

Client#: 238001 VOLKINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/22/2023

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

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

PRODUCER	CONTACT NAME: Sharon Brubaker
Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.756.6599 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins Co.	19445
INSURER B: Everest National Insurance Company	10120
INSURER C: Evanston Insurance Company	35378
INSURER D: New Hampshire Insurance Company	23841
INSURER E: Allied World Surplus Lines Insurance Co	24319
INSURER F:	

INSURED
Volkert, Inc.
11 N. Water Street, Suite 18290
Mobile, AL 36602

COVERAGES **CERTIFICATE NUMBER: 23-24** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	9894987	04/01/2023	04/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $500,000 $25,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	2970073	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$3,000,000 $ $ $ $
B C	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X	X	XC3CU00031231 MKLV2EUE101592	04/01/2023 04/01/2023	04/01/2024 04/01/2024	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	80878262	04/01/2023	04/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
E	Professional Liab incl Poll. Liab.			03129811	07/28/2022	07/28/2023	Per Claim $2,000,000 Aggregate $2,000,000	

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

Project: Heroes Plaza Phase 1. Volkert project# 1200924.000.
City of Mobile is included as an Additional Insured in respect to General Liability and Umbrella Liability.
All policies except workers compensation, shall be Primary and Non-contributory with any other insurance force or which may be purchased by Additional insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile, AL 36633-0000

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

D. H. Gilling

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Company ID Number: 105558

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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 Operations at 888-464-4218.

Employer Volkert & Associates, Inc.

Holly Gibney	HR Mgr
Name (Please type or print)	Title
Electronically Signed	**03/07/2008**
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**03/07/2008**
Signature	Date

Company ID Number: 105558

Proof of Participation in DHS E-Verify Program

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: **Volkert & Associates, Inc.**

Company Facility Address: **3809 Moffett Rd**
Mobile, AL 36618

Company Alternate Address: **P.O. Box 7434**
Mobile, AL 36670

County or Parish: **MOBILE**

Employer Identification Number: **630247014**

North American Industry Classification Systems Code: **541**

Parent Company: **Volkert & Associates, Inc.**

Number of Employees: **500 to 999**

Number of Sites Verified for: **24**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSOURI 1 site(s)
- ALABAMA 6 site(s)
- FLORIDA 6 site(s)
- VIRGINIA 1 site(s)
- GEORGIA 2 site(s)
- ILLINOIS 1 site(s)
- TENNESSEE 2 site(s)
- NORTH CAROLINA 1 site(s)
- MISSISSIPPI 2 site(s)
- LOUISIANA 2 site(s)

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

Name: **Holly W Gibney**

Browse Results New Search

Volkert, Inc.	
Transaction Date	10/18/2010
Legal Name Merged	Volkert Construction Services, Inc.
Transaction Date	10/18/2010
Miscellaneous Filing Entry	MRGRS FILED THIS DATE EFFECTIVE OCTOBER 31, 2010 @11:59 PM
Transaction Date	07/15/2011
Agent Mailing Address Changed From	* Added
Transaction Date	07/15/2011
Registered Agent Changed From	HANCKEN, MARGARET C 3809 MOFFETT ROAD MOBILE, AL 36618
Transaction Date	12/10/2014
Legal Name Merged	ALLIED ENGINEERING & TESTING, INC. * Not On File Into Domestic
Transaction Date	12/10/2014
Miscellaneous Filing Entry	Merger Effective 12-31-2014 23:59
Transaction Date	04/28/2017
Registered Agent Changed From	CSC LAWYERS INCORPORATING SERVICE 150 SOUTH PERRY ST MONTGOMERY, AL 36104
Transaction Date	01/05/2018
Nature Of Business Changed From	GENERAL ENGINEERING & CONTRACTING
Transaction Date	01/05/2018
Principal Office Changed From	MOBILE, AL

Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/31/1989 Merger 15 pgs.
Document Date / Type / Pages	12/31/1996 Merger 25 pgs.
Document Date / Type / Pages	11/24/1997 Merger 13 pgs.
Document Date / Type / Pages	12/22/1998 Merger 26 pgs.
Document Date / Type / Pages	12/01/1999 Legal Name Change 4 pgs.
Document Date / Type / Pages	06/30/2006 Registered Agent Change 1 pg.
Document Date / Type / Pages	08/17/2009 Legal Name Change 4 pgs.
Document Date / Type / Pages	10/18/2010 Merger 24 pgs.
Document Date / Type / Pages	07/15/2011 Registered Agent Change 2 pgs.
Document Date / Type / Pages	12/10/2014 Merger 8 pgs.
Document Date / Type / Pages	04/28/2017 Registered Agent Change 1 pg.
Document Date / Type / Pages	01/16/2018 Articles of Amendment 4 pgs.

Volkert, Inc.	
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	03/01/1950
Legal Name Changed From	J. P. Ewin, Inc.
Transaction Date	06/28/1963
Legal Name Changed From	Ewin Engineering Corporation
Transaction Date	07/31/1989
Legal Name Merged	DAVID VOLKERT & ASSOCIATES, INC Non-Qualified Foreign Into Domestic
Transaction Date	12/31/1996
Legal Name Merged	Volkert & Associates, Inc.
Transaction Date	12/31/1996
Legal Name Merged	DAVID VOLKERT & ASSOCIATES, INC. (LA-NQ) Non-Qualified Foreign Into Domestic
Transaction Date	11/24/1997
Legal Name Merged	Watt, Estes, Volkert & Associates, Inc.
Transaction Date	12/22/1998
Legal Name Merged	DAVID VOLKERT & ASSOCIATES INC (MD) Non-Qualified Foreign Into Domestic
Transaction Date	12/22/1998
Legal Name Merged	DAVID VOLKERT & ASSOCIATES INC (FL) Non-Qualified Foreign Into Domestic
Transaction Date	12/22/1998
Miscellaneous Filing Entry	MRG FILED THIS DATE EFFECTIVE 12-31-98
Transaction Date	12/22/1998
Miscellaneous Filing Entry	2ND MRG FILED THIS DATE EFFECTIVE 12-31-98
Transaction Date	12/01/1999
Legal Name Changed From	David Volkert & Associates, Inc.
Transaction Date	06/30/2006
Registered Agent Changed From	* Added
Transaction Date	08/17/2009
Legal Name Changed From	Volkert & Associates, Inc.
Transaction Date	10/18/2010
Legal Name Merged	Volkert Management Services, Inc.
Transaction Date	10/18/2010
Legal Name Merged	Volkert Environmental Group, Inc.

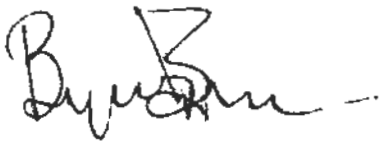
Alabama Secretary of State

Volkert, Inc.	
Entity ID Number	000 - 019 - 440
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/15/1946
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	CONSULTING,PROJECT MANAGEMENT,PROGRAM MANAGEMENT,CONSTRUCTION
Capital Authorized	$500,000
Capital Paid In	$125,000
Incorporators	
Incorporator Name	EWIN, J P
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCPHILLIPS, JAMES
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DUKES, GILBERT F
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	VICKERS, MARION F
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.	

Authorization

If you are in agreement with this proposal, please sign this document, keep the original for your records and send a signed copy to bbays@tsw-design.com. Work will begin upon receipt of the signed proposal.

Sincerely,



Bryan Boys, Principal

TSW
1477 Peachtree St NE
Suite 850
Atlanta, GA 30319

Accepted by:

_____	Billing Contact Information:
Signature	
_____	_____
Print Name, Title	Name
_____	_____
Company/Organization/Entity	Email
_____	_____
Date	Phone
	_____
	Company/Organization, Entity
	_____
	_____
	Address

- Meetings: attendance of onsite meetings beyond 6 will require additional services.
- Bidding assistance includes a single bid period and review of up to 45 days. Rebids will require additional services.
- Drawing revisions resulting from value engineering during bidding and CA are not included in this proposal and will be considered additional services.

1. Time Limit: This Agreement must be executed by both TSW and the Client within six months of the date of this Agreement for the fees quoted within it to be valid.
2. Amendments: Upon request, TSW will provide proposals for additional compensation including providing or coordinating services of consultants not identified in the Project scope; revisions due to changes in the scope, quality, or budget.
3. Billing and Payment Policies: Signing this Letter of Agreement signifies that the Client's intent to contract TSW for professional services. In contracting with TSW, the Client warrants that funds are available to compensate TSW for the total amount of fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.
4. TSW will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 days after their invoice date. Client shall notify TSW of any dispute regarding invoices received within seven days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts for professional services.
5. Account delinquency longer than 120 days will result in the stoppage of work by TSW and any subconsultants. Seven days' notice will be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases, additional fees will be required to stop and start work because of account delinquency.
6. Termination: In the event of termination, suspension, or abandonment of the Project by the Client, TSW shall be compensated for services performed through date of termination, suspension, or abandonment of the Project. The Client's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the TSW to suspend or terminate services. Either TSW or the Client may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.
7. Arbitration: In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to United States Arbitration & Mediation for arbitration in accordance with United States Arbitration & Mediation Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award. the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.
8. Miscellaneous: This Agreement shall be governed by the law of the place where the Project is located.

Construction Administration. The Consultant will provide construction administration services for the project, acting as the Owners design representative. This work will include providing input and review of design reloted items for the duration of the construction phase and other items such as: attending monthly OAC meetings (in person up to 10), review of submittals, production of RFI responses, ASI's, ond site visits. TSW will compile final punch lists and review close out documents.

Deliverables

- Preconstruction kick off meeting (virtuol)
- RFI responses
- Submittal reviews
- OAC Meetings biweekly; 4 in person
- Finol punch walk meeting (1)
- Final acceptance review (virtual)
- ASI Issuance
- Mockup reviews
- Pay application review and approval.
- Meetings: Attendonce of up to 4 OAC meetings in person and 1 final punch walk.

Fees

The scope of work will be completed for a **LUMP SUM FEE of $89,500 INCLUSIVE OF EXPENSES.** Fees will be billed monthly based on the percentoge of work completed. Expenses will be billed monthly at cost.

Basic Scope Tasks	Fees
Bidding Assistance	$2,500
Construction Administration incl. Structural and Fountain consultants	$87,000
Total	**$89,500**

Assumptions

- This work excludes value engineering, or production of a conformed set of drawings based on negotiated changes during the bidding process. Those changes will be additional and be completed for o negotioted fee or as on hourly service as directed by the city.
- Construction administration period is 12 months. Extension beyond that time will be cause for additional services.

TSW
PLANNING + ARCHITECTURE
LANDSCAPE ARCHITECTURE

PROPOSAL BIDDING ASSISTANCE + CONSTRUCITON ADMINISTRATION
HERO PLAZA, MOBILE AL | 5.04.2023

Project Understanding

Roles:

Volkert is the prime consultant and will provide day to day Owner contact, project management, periodic site visits, and construction administration as it relates to the Civil Engineering.

TSW (Consultant) will act as the Team's Lead for Construction Administration and the primary point of contact with the Contractor. This includes day to day communications with the contractor, coordination with sub consultants, distribution of RFI's, submittals, and general administration of the contract as described in the scope of work below. This proposal includes consultant fees for Structural Engineering review and Fountain Design review.

The contractor will be required to provide a meeting space, create agendas, and run the OAC meetings as outlined in the Project Manual.

Schedule: The duration of this work is 35 days for bidding, and 12 months for construction administration from the date of the contractor notice to proceed. Extension of the work beyond that time will require additional services.

Meetings: This work includes 6 meetings on site during bidding and CA. Additional on site meetings will be provided upon approval by the owner at an additional cost.

Basic Scope of Work

BIDDING + CONSTRUCTION ADMINISTATION

Bidding Assistance. The Consultant will assist the city during bidding by attending a pre bid conference on site, answering bidder questions, providing drawing clarifications, and evaluating bids. Participation in contract negotiation including value engineering (VE) discussions, reviews of contractor VE proposals, or producing conformed drawing and specifications based on the VE process will be provided for an additional fee. This work includes a single 35 day bid period.

Deliverables:

- Bidder questions responses
- Drawing clarifications
- Meetings: 1 pre bid meeting on site

ATTACHMENT B

SUBCONSULTANT PROPOSALS

FOR

HERO PLAZA PHASE 1
BID & CONSTRUCTION ADMINSTRATION SERVICES

FOR

MOBILE ALABAMA

IN

DOWNTOWN MOBILE

Volkert Project No: TBD

Submission Date: May 5, 2023

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.

	Legal Name of Party to Contract:
OWNER: **City of Mobile**	CONSULTANT: **Volkert, Inc.**
Signature	Signature
William S. Stimpson, Mayor	Drew Davis, Vice President
Printed Name and Title	Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

ASSISTANT City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Drew Davis as Vice President of Volkert, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.

Sworn to and subscribed for me this 22 day of May, 2023.

NOTARY PUBLIC
My Commission Expires:

CHRISTINA WILLIAMS
My Commission Expires
February 4, 2024

ATTACHMENT A

ENGINEERING FEE PROPOSAL

FOR

HERO PLAZA PHASE 1
BID & CONSTRUCTION ADMINSTRATION SERVICES

FOR

MOBILE ALABAMA

IN

DOWNTOWN MOBILE

PREPARED BY:

VOLKERT

1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Volkert Project No: TBD

Submission Date: May 5, 2023

INDEX

DESCRIPTION	SHEET NUMBER
Project Introduction & Scope	3
Basic Service & Special Services Summary	3 - 4
Summary of Engineering Fee Proposal	5
Basic Service Man-Hour & Cost Estimate	6-9
Special Service Man-Hour & Cost Estimate	N/A

ATTACHMENTS

Sub-Consultant Proposals	ATTACHMENT B

PROJECT INTRODUCTION & SCOPE

The proposed project will provide for bid and construction administration services for Hero Plaza Phase 1 based on the bid documents submitted to the City dated April 14th, 2023.

The project will consist of developing Heroes Plaza along the western frontage of the Mobile Convention Center and will include the construction of an accessible plaza with ramps, stairs, walls, and specialty paving to increase the location's attractiveness to visitors as they come to view the statues planned to be installed at the plaza. The project will include refurbishment of the existing fountain attached to the Convention Center. The project will also include a reconfigured entrance to the Convention Center parking lot and a modified drop off lane with new shade canopy.

Volkert will serve as the prime consultant and will serve as the City's direct point of contact. Volkert will utilize the expertise of Sub-consultant TSW to serve as the Team's Lead for Construction Administration and the primary point of contact with the Contractor. Refer to Attachment B for a more detailed scope of TSW's services.

The anticipated construction schedule for this project is 12 months after the selected Contractor is given Notice to Proceed. Volkert will provide a weekly inspection of the project site and develop a weekly inspection report to be submitted to the City. The Volkert Project Manager will also attend the twice-monthly OAC Meetings to be conducted by the Contractor. Refer to the *Construction Administration Phase Section* below for a full scope of Volkert's Construction Administration services.

BASIC SERVICES (Lump Sum)

The scope of Basic Services will include a Bid Procurement Phase and Construction Administration Phase. An itemized list of services is anticipated:

Bid Procurement Phase

1. Bid Procurement – TSW
    a. Refer to Attachment B for details.
2. Bid procurement (Volkert) will include the following:
    a. Coordination of the project advertisement with local and statewide newspapers.
    b. Preparation of Bid Packets for Distribution
    c. Conducting a Pre-Bid Meeting and Preparing a Resume of Meeting
    d. Addressing Questions and Issuing Addendums
    e. ~~Conducting a Bid Opening~~ (Removed from Scope)
    f. Evaluating and Reconciling Received Bids

Construction Administration Phase

1. Construction Administration – TSW
    a. Refer to Attachment B for details.
2. Construction Administration (Volkert) will include the following:
    a. Prepare Contract Documents & Issue for Construction Plans
    b. Conduct a Pre-Construction Meeting
    c. Review Shop Drawings / Submittals (Electrical & Traffic Signal)
    d. Address Contractor Requests for Information (RFIs)
    e. Attend OAC Meetings ~~(2 per month)~~ (1 per month)
    f. Perform Weekly Site Inspection (44 Inspections)
    g. Develop Weekly Site Inspection Report (44 Reports)
    h. Review Contractor Reports & Pay Estimates
    i. Attend Final Inspection & Prepare Punch List
    j. Prepare & Issue Record Drawings
    k. Coordinate Project Closeout
    l. Miscellaneous Meetings, Administrative Tasks, & Questions

***Refer to Man-hour Estimates for itemized list of anticipated scope for each of the services listed. ***

SPECIAL SERVICES (Cost Plus with Not to Exceed)

There are no special services included with this proposal.

EXCLUDED SERVICES

Any service not specifically mentioned or described within this document is considered excluded from the scope of services related to this task order. Excluded services will not be performed under this task order but may be added in the form of an amendment or a separate task order.

The following are not included in the scope of this proposal:

1. This proposal does not include any environmental services. The proposed project is expected to have less than an acre of total disturbance; therefore, an NPDES permit is not anticipated to be required.

2. This service does not include USACE permitting. If proposed site developments are found to impact delineated wetlands, this proposal may be amended to include USACE permitting services as needed.

3. This proposal does not include construction inspection or construction material testing services.

PROJECT DESCRIPTION: HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

SUMMARY OF ENGINEERING FEE PROPOSAL		
BASIC / PROFRESSIONAL SERVICES		
TASK NO.	**SERVICE DESCRIPTION**	**TOTAL COST**
1	TOTAL BID PROCUREMENT PHASE	$9,182.72
2	TOTAL CONSTRUCTION ADMINISTRATION PHASE	$139,731.63
	TOTAL BASIC SERVICES COST (LUMP SUM)	**$148,914.35**
SPECIAL SERVICES		
TASK NO.	**SERVICE DESCRIPTION**	**TOTAL COST**
N/A	N/A	$0.00
	TOTAL SPECIAL SERVICES COST (COST PLUS)	**$0.00**
	TOTAL ENGINEERING COST	**$148,914.35**

Task No.	MAN-HOUR BID PROCUREMENT ESTIMATE - VOLKERT					
1	BID PROCUREMENT - VOLKERT	Project Manager	Staff 2 Prof	Staff 1 Prof	Tech	Admin
1.1	Coordinate Project Advertisement		1			
1.2	Prepare Bid Packets for Distribution		1			
1.3	Prepare Notes & Agendas for Pre-Bid Meeting		2			2
1.4	Conduct Pre-Bid Meeting		4			
1.5	Prepare Resume of Pre-Bid Meeting		2			2
1.6	Address Contractor Questions & Issue Addendums		20			2
1.7	Evaluate & Reconcile Bids	1	4			2
TOTAL BID PROCUREMENT MAN-HOURS - VOLKERT		1	34	0	0	8

Task No.	PROPOSED BID PROCUREMENT FEE - VOLKERT					
1	BID PROCUREMENT - VOLKERT	Man-hour	Rate	COST		
	Labor Costs					
	Project Manager	1	$72.55	$72.55		
	Staff 2 Professional	34	$59.93	$2,037.62		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	0	$40.48	$0.00		
	Administrative Assistant	8	$33.25	$266.00		
	TOTAL DIRECT LABOR			**$2,376.17**		
	Combined Overhead		143.92%	$3,419.78		
	TOTAL LABOR + OVERHEAD			**$5,795.95**		
	Operating Margin		15%	**$869.39**		
	FCCM (Direct Labor Only)		0.180%	**$4.28**		
	SUBTOTAL LABOR COSTS			**$6,669.62**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles 1-way)	**Trips**	**Miles**	**Rate**		**Cost**
		1	20	$0.655		$13.10
	TOTAL OUT OF POCKET					**$13.10**
	SUBTOTAL BID PROCUREMENT PHASE - VOLKERT					**$6,682.72** LS

Task No.	SUB-CONSULTANT (TSW) BID PROCUREMENT PHASE		
1.B	BID PHASE - TSW	COST	
1.B1	Bid Phase	$2,500.00	
	SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS	$2,500.00	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$125.00	
	TOTAL SUBCONSULTANT BID PHASE SERVICES COST	$2,625.00	LS

TOTAL BID PROCUREMENT PHASE	$9,182.72	LS

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE - VOLKERT					
2A	**Construction Administration (12 Months / 52 Weeks) (Site Development Only)**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
2A.1	Prepare Contract Documents & Issue for Construction Plans	1	4	8		2
2A.2	Prepare Notes & Agendas for Pre-Construction Meeting	2	2			
2A.3	Conduct Pre-Construction Meeting	4	4			
2A.4	Review Shop Drawings / Submittals	4	24			
2A.5	Contractor RFIs	4	40			
2A.6	Attend OAC Meetings (1 per month) (11 Meetings - 2 hours each)		22			
2A.7	Weekly Site Inspection (44 Inspections - 1.5 hours each)		66			
2A.8	Weekly Site Inspection Reports (44 Reports - 1 hour each)		44			
2A.9	Review Reports / Pay Estimates	4	12			2
2A.10	Attend Final Inspection	4	4			
2A.11	Prepare & Issue Record Drawings	1	2	8		2
2A.12	Coordinate Project Closeout	1	4			4
2A.13	Miscellaneous Meetings / Admin / Questions		8			
	TOTAL CONST. ADMIN. MAN-HOURS	**25**	**236**	**16**	**0**	**10**

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION PHASE FEE - VOLKERT					
2A	**Construction Administration (12 Months / 52 Weeks) (Site Development Only)**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	25	$72.55	$1,813.75		
	Staff 2 Professional	236	$59.93	$14,143.48		
	Staff 1 Professional	16	$39.94	$639.04		
	Technician	0	$47.05	$0.00		
	Administrative Assistant	10	$33.25	$332.50		
			TOTAL DIRECT LABOR	**$16,928.77**		
	Combined Overhead		143.92%	$24,363.89		
			TOTAL LABOR + OVERHEAD	**$41,292.66**		
	Operating Margin		15%	**$6,193.90**		
	FCCM (Direct Labor Only)		0.180%	**$30.47**		
			SUBTOTAL LABOR COSTS	**$47,517.03**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles 1-way)	**Trips**	**Miles**	**Rate**	**Cost**	
		66	20	$0.655	$864.60	
				TOTAL OUT OF POCKET	**$864.60**	
	TOTAL CONST. ADMIN PHASE - VOLKERT COST				**$48,381.63**	LS

Task No.	SUB-CONSULTANT (TSW) CONSTRUCTION ADMINISTRATION PHASE		
2B	**CONSTRUCTION ADMINISTRATION - TSW**	**COST**	
2B.1	Construction Administration - Plaza	$87,000.00	
SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS		**$87,000.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$4,350.00	
	TOTAL SUBCONSULTANT BID PHASE SERVICES COST	**$91,350.00**	LS

TOTAL CONSTRUCTION ADMINISTRATION PHASE	**$139,731.63**	LS

AGENDA ITEM SUMMARY SHEET

Agenda of:7/11/2023

Submitted by:
Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:
Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:
For the development of Heroes Plaza along the western frontage of the Arthur R. Outlaw Convention Center

Amount of Contract:
$148,914.35

Funding Source
Project # Heroes Park - Professional Services PR-022-22 **Discretionary Funds**
Project String C0874 TIF-Heroes Plaza Renovations (20002000-42200) **Contract Number:**
Budget Amendment **REDUCE** **INCREASE**
Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-022-22 Heroes Park - Professional Services	Cover Memo	7/6/2023

REVIEWERS:

Department Reviewer	Action	Date
No Reviewers Available		

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: TIF-HEROES PLAZA RENOVATIONS

CAPITAL PROJECT #: C0874 (20002000-42200)

CONTRACT AMOUNT: $148,914.35 **DATE OF RECEIPT:**

ARCHITECTURAL ENGINEERING PROJECT #: PR-022-22

PROJECT DESCRIPTION: FOR THE DEVELOPMENT OF HEROES PLAZA ALONG THE WESTERN FRONTAGE OF THE ARTHUR R. OUTLAW CONVENTION CENTER (1 SOUTH WATER STREET).

VENDOR NAME: VOLKERT, INC.

VENDOR NUMBER: 227500

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:** 7/06/2023

THIS DOCUMENTATON HAS BEEN REVIEWED AND APPROVED BY LEGAL IN E-BUILDER

Professional Services Contract Amendment

PROJECT NAME: Heroes Plaza

PROJECT NO: PR-022-22

Consulting Firm: VOLKERT INC

CONTRACT RESOLUTION NO: 21-832

TERMS: You are hereby authorized, subject to the provisions of your contract for this project dated 11/9/23, to provide additional Professional Engineering Services in the amount of 35423.6100.

ORIGINAL CONTRACT PRICE: 148914.3500

PROPOSED INCREASE: 35423.6100

REVISED CONTRACT PRICE: 184337.9600

Reference Documents –
- ☐ Justification Letter
- ☑ Fee Proposal
- ☑ Original Contract
- ☐ Cost Impact
- ☐ Consultant Recommendation/Validation
- ☐ Attachment A
- ☐ Attachment B
- ☐ Attachment C

City of Mobile

_____

Mayor

Attest:

_____

City Clerk

_____

Date

Accepted by:

_____

Jordan Stringfellow
As Project Manager for VOLKERT INC

Notary:

_____

Witness:

_____

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT DEPT. 3032

DATE OF REQUEST: 1/12/24

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: Volkert, Inc. V#227500

DISTRICT#: Select Item. 2

DEPT. PROJECT#: PR-022-22

REQUEST: Please ADD (+) $ 35,423.61 from Capital Project#/Title:

C0607 TIF SPORTS HOF CRTYD HEROES PL RENO

to contract# 4561 .

Total amount of Change Order: $ 35,423.61

Current contract amount: $ 148,914.35

Revised contract amount: $ 184,337.96

Comments: TO AMEND THE AGREEMENT BY THE ABOVE AMOUNT FOR ADDITIONAL SCOPE OF WORK.

BRENDA PARKER
Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

RESOLUTION

2024

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

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of $35,423.61 will be added to the original contract amount of $148,914.35. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Volkert, Inc.
Project Name:	Heroes Plaza - Professional Services
Project Number:	PR-022-22
Amount:	$35,423.61 (Additional Amount)

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Submitted by:
Kim Carmody, Director Mobile Parks and Recreation

Sponsored by:
Mayor Sandy Stimpson

Purpose and Scope of Project:
To provide parks and recreation software

Amount of Contract:
$24,500

Effective Date of Contract:
1/29/2024

Renewal Date of Contract:
1/1/2025

Funding Source

Project # Software Cost 10042025-42115	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2024 RECDESK Software Resolution	Cover Memo	1/26/2024
2024 RECDESK Software Contract	Cover Memo	1/26/2024
certificate of insurance	Cover Memo	2/12/2024

REVIEWERS:

Department Reviewer	Action	Date

Parks and Recreation	Carmody, Kim	Approved	2/7/2024 - 10:31 AM
Budget	Sapp, Celia	Approved	2/8/2024 - 8:54 AM
Legal	Kern, Chris	Approved	2/8/2024 - 2:48 PM
Legal	Kern, Chris	Approved	2/8/2024 - 2:49 PM
Mayors Office	Barber, James	Approved	2/8/2024 - 3:35 PM

2024

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract by and between the City of Mobile and RECDESK, LLC, in an amount of $24,500 for a one-year period, for parks and recreation software services, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is necessary to perform essential functions of the Council.

Adopted:

_____
City Clerk

PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT BETWEEN CITY OF MOBILE, AL AND RECDESK LLC

This PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT ("Agreement") is made as of this 25th day of January, 2024 by and between RecDesk LLC., a Connecticut LLC ("RecDesk"), whose address is 300 Plaza Middlesex, Middletown CT 06457, and CITY OF MOBILE, AL ("Customer").

1. **Engagement**. Customer engages RecDesk to perform the services as specified in Exhibit "A" - Services Provided (the "Services Provided").

2. **Agreement Term**. The initial term of this agreement will be 1/1/2024 - 12/31/2024**.** This Agreement will terminate and without further obligation on the part of the Customer on 12/31/2024. This Agreement may be renewed by Customer for additional one-year terms with each term beginning on 1/1/2025 and terminating on 12/31/2025, of the following calendar year.

Customer and RecDesk hereby agree that this Agreement is terminable at will upon written notice by either party. Termination will be in written-form allowing 30-day notice. The parties agree to continue performance under the Agreement until the effective date of termination unless the parties mutually agree to an earlier termination date. Upon termination of this Agreement, the parties shall have no further liability or obligation except as explicitly provided hereunder as surviving termination of the Agreement.

3. **Fees and Payment**.

a. **Base Subscription Fee**. Customer agrees to pay RecDesk a base subscription fee of **$24,500** for services. This fee is payable at the beginning of the annual term.

b. **Variable Transaction Fee**. The base subscription fee in (a) above covers the first $500K worth of transactions processed through RecDesk in a given subscription year. Transactions processed through the system in excess of $500K in a given subscription year will be assessed a .75% transaction fee. These variable transaction fees, if applicable, will be billed and payable on a quarterly basis (or on other mutually agreed upon period). If the Customer does not process more than $500K through RecDesk in a given subscription year, the Variable Transaction Fee does not apply.

c. **Training**.

1. Trainer-Led Online Training – $0 (Included)
2. Onsite Training (Optional) - $1000/day plus $50 per diem plus all travel and lodging expenses

3. Subsequent Annual Term Refresher Training (Online Only) – First three (3) hours per year are free then $100 per hour thereafter

d. **Data Migration and Financial System Integration (optional)**.

1. Migration of Customer Data to RecDesk – one-time $1200 fee
2. Custom Financial System Extract – one-time $1200 fee
3. GIS Address Import for Residency – one time $1200 fee

e. Other Fees

1. Customer Support - $0 (Included)
2. Additional Workstation Licenses - $0 (Unlimited)
3. Software Upgrades – Automatic - $0 (Included)
4. Initial RecDesk Community portal configuration - $0 (Included)
5. Subsequent Community Portal Redesign/Refresh - $0 - Every 3 years (includes - first three (3) hours -$125 for each additional hour thereafter)

4. **Indemnification and Hold Harmless.** RecDesk agrees to defend, indemnify and hold harmless Customer, its officers, employees, representatives, and agents from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by Customer or others, in any way arising out of RecDesk's breach of the Agreement or out of services and operations performed hereunder by RecDesk, including Customer 's reliance on or use of the services or products provided by RecDesk under the terms of this Agreement. RecDesk shall not be liable for any loss or damage attributable solely to the negligence of Customer.

5. **No Agency Relationship**. This Agreement shall establish no agency relationship with RecDesk and RecDesk shall be deemed an independent offer or RecDesk shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by RecDesk shall be employees of said RecDesk and not employees of the Customer in any respect.

6. **Nondisclosure**. RecDesk agrees that it will not divulge to third parties without the written consent of Customer any information obtained from or through Customer in connection with the performance of this Agreement.

7. **Entire Agreement**. This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in

writing signed by the party against whom any waiver, change, amendment, modification, or discharge is sought.

8. **Governing Law and Venue**. This agreement shall be governed by and construed in accordance with the laws of the State of Alabama and venue shall be exclusively in the state of Alabama.

9. **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

10. **Notice**. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested to the parties at the following addresses:

To Customer:
CITY OF MOBILE, AL

To RecDesk

RecDesk LLC
Attn: Mike Morris
300 Plaza Middlesex
Middletown, CT 06457

11. **Waiver of Contractual Right**. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. **Insurance**. During the term of this Agreement, RecDesk shall maintain the following insurance coverages:

Worker's Compensation – Statutory Coverage
Professional Liability - $1MM per claim
Cyber Liability - $1MM per occurrence /$1MM aggregate
Comprehensive General Liability
Bodily Injury - $1MM per occurrence /$2MM aggregate
Property Damage - $1MM per occurrence /$2MM aggregate

13. **Ownership of Software**. Customer agrees that it has no title or ownership in, or to, the software utilized by RecDesk to provide services, or any of its components, programming code or data structures ("Software"). The Software shall remain at all times RecDesk's sole and exclusive property. The definition of "Software" shall also include any changes, customizations, added functions, or options and any other

related items requested by the Customer and implemented by RecDesk. The obligations set forth in this Paragraph shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

14. **Warranty**. If the Customer determines that some functions within RecDesk are not performing up to required specifications, RecDesk will take commercially reasonable measures to remedy such a situation during the term of this Agreement at no additional charge to the Customer. RecDesk does not guarantee that it will implement all new enhancement requests but will take commercially reasonable efforts to provide features that perform as stated.

15. DISPUTE RESOLUTION. Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

16. ANTI-DISCRIMINATION. RECDESK 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.

17. IMMIGRATION LAW. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. furthermore, a contracting party found to be in violation of this provision shall be deemed in reach of the agreement and shall be responsible for all damages resulting therefrom.

18. PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES. By signing this contract, RECDESK 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 pursuant to Section 41-16-5, code of Alabama 1975.

19. NO INTEREST IN RECDESK BUSINESS. Notwithstanding any of the provisions of this Agreement, it is agreed that the CUSTOMER as no financial interest in the business of RECDESK, and shall not be liable for any debts or obligations incurred by RECDESK, nor shall the CUSTOMER be deemed or construed to be a partner, joint venture or otherwise interested in the assets of RECDESK, or sums earned or derived by RECDESK, nor shall RECDESK at any time or times use the name or credit of the CUSTOMER in purchasing or attempting to purchase any car, equipment, supplies or other things whatsoever.

20. CUSTOMER IS NOT AN AGENT OF RECDESK. RECDESK, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the Customer but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the Customer may from time-to-time request, to indicate that it is an independent contractor. CUSTOMER does not and will not assume any responsibility for the means by which or manner in which services by RECDESK, provided or herein, are performed, but on the contrary, the CUSTOMER shall be wholly responsible therefor.

21. COMPLIANCE WITH CITY ORDINANCES. RECDESK hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and the United States while performing its obligations under the terms of this Agreement.

22. **CONTRACT NOT TO EXCEED.** Compensation to be paid hereunder shall not exceed FORTY THOUSAND DOLLARS ($40,000.00) ("Not-to-Exceed Amount") unless a larger amount is agreed to by and between the Parties in accordance with an amendment agreed to by both parties. Notwithstanding the amount specified in this Section, RecDesk shall be paid only for work performed. This amount shall include all fees, costs, and expenses incurred by RecDesk, and no additional amounts shall be paid by the Customer for such fees, costs, and expenses.

23. DATA SECURITY. RECDESK will use commercially reasonable efforts to prevent the loss of or damage to CUSTOMER Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any CUSTOMER Data that may be lost or damaged by RECDESK. RECDESK will maintain a comprehensive information security program to protect RECDESK's Software and Hosted Services and CUSTOMER Data including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. For the term of this Agreement, COMPANY shall maintain an Information Security Management System ISO/IEC 27001 certification for the datacenter hosting RECDESK.

24. DATA BREACH NOTIFICATION. COMPANY will promptly, and not later than within 24 hours of discovery by COMPANY, notify the CUSTOMER of any loss, damage, or unauthorized access of CUSTOMER Data.

25. NO TRANSMISSION OF DATA OUTSIDE THE U.S.. COMPANY shall not transmit any CUSTOMER Data to any entity or individual outside the United States.

26. ADA (WCAG 2.1) COMPLIANT. RecDesk shall be solely responsible for ensuring the website remains ADA (WCAG 2.1) compliant.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

RECDESK

SIGNATURE

Name: Michael J. Morris

Title: President

CONNECTICUT NOTARY ACKNOWLEDGEMENT
(LIMITED LIABILITY COMPANY)

State of Connecticut

County of Middlesex ss. Middletown (Town/City)

On this the 25th day of January, 2024, before me, _____, the undersigned officer, personally appeared Michael J. Morris, who acknowledged himself to be the President (title) of RecDesk, LLC, a (member managed or manager managed) limited liability company, and that he, as such President (title), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President (title).

In witness whereof I hereunto set my hand.

Crystaleen Morin (Seal)
Signature of Notary Public

SR Relationship Banker

Title of Officer

Date Commission Expires: 12/31/2024

CRYSTALEEN MORIN
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP 12/31/2024

CUSTOMER: City of Mobile

SIGNATURE

William S. Stimpson, Mayor

ATTEST:

City Clerk

Exhibit "A" - Services Provided

Services provided by RecDesk to the Customer under this agreement include the following:

Access to RecDesk Director and RecDesk Community (the Software) – RecDesk grants non-exclusive license during the term of this contract for the Customer and "customers" of the Customer access to the Software.

Customer employees will have access to RecDesk Director as well as administrative access to the RecDesk Community portal. Community Members (the "Public") will only have access to the RecDesk Community portal. Access to both RecDesk Director and RecDesk Community is via the public internet through a web browser and there are no restrictions as to how many Customer employees or community members can access the system.

RecDesk Director is Id and Password protected with Customer having control over who currently has access and what their Role is. RecDesk Community is not password protected (for viewing) but community members will have to set up a household account to register for programs.

Customer access includes, but is not limited to, the following core RecDesk features: *Program & Activity Management, Online Registration, Master Calendar, Facility Scheduling, Full Web Site (Community CMS), Online Reservations, Membership Management, Facility Check-ins, League Management and Reporting.*

Availability – RecDesk provides 24 x 7 access to the system with a guaranteed up time of 99%. For larger system upgrades or platform maintenance there may be planned down time. This is usually scheduled in the early AM hours on weekends and reasonable advanced notice is given.

Customer Support – RecDesk provides phone support from 8AM-5PM EST at 1-860-467-4325. This is included as part of this agreement and there is no additional cost. We also provide for email support 24 x 7 at support@recdesk.com. The system itself is monitored 24 x 7. Any service interruptions trigger alerts and are dealt with immediately.

Online Help and self-service documentation is available at http://help.recdesk.com

Credit Card Processing and Merchant Services – RecDesk will integrate with Customer's preferred merchant account provider at no cost to the Customer via a RecDesk supported payment gateway. The Customer maintains a **s**eparate agreement with merchant and gateway provider and is responsible for any fees or transaction costs therein incurred.

Data Backups – RecDesk (via partner Amazon Web Services – AWS) performs full-backups on both the database and Customer portal data daily. Additionally, incremental database log backups are made throughout the course of the day. Our network infrastructure includes dedicated virtual servers located in AWS's northern VA facility.

Exporting of Data – If the Customer no longer wishes to utilize the services of RecDesk, their data can be exported into a CSV format. The cost for doing so is $125 per hour and an estimate would be provided and agreed upon before commencement of extract.

Privacy Statement - The following discloses the information gathering and dissemination practices for the services offered by RecDesk LLC (the "Services") and for this Website. RecDesk LLC reserves the right to amend this Privacy Statement at any time with or without notice. Only the current Privacy Statement is deemed effective, so please review this Privacy Statement periodically.

RecDesk LLC has created this Privacy Statement in order to demonstrate our firm commitment to safeguarding the privacy of our Subscribing Organization, their members, and our Website visitors. Our Privacy Rules summarize this commitment.

1. We do not reveal any personally identifiable information that we collect about you, your use of the Services or any information that you post on your Site to anyone else.
2. Unless you choose otherwise, RecDesk LLC shares information about you only on a basis that does not personally identify you, your organization, or your members.
3. We use industry-standard technology and other means to keep your information as secure as possible.
4. Your organization owns the data. We just act as the caretaker for it. RecDesk does not share or sell any personally identifiable information about your organization or its members.

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

February 8, 2024

City of Mobile
48 N SAGE AVE
MOBILE AL 36607-2653

Account Information:

Policy Holder Details :	**RECDESK LLC**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/08/2024

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

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

PRODUCER	CONTACT NAME:	
MATHER & PITTS INSURANCE INC 02020015 PO BOX 129 ESSEX CT 06426	PHONE (A/C, No, Ext): (860) 767-0084	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Underwriters Insurance Company	30104
INSURED RECDESK LLC 300 PLAZA MIDDLESEX MIDDLETOWN CT 06457-3455	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	02 SBA AK0V8U	03/01/2023	03/01/2024	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			02 SBA AK0V8U	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			02 SBA AK0V8U	03/01/2023	03/01/2024	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Employment Practices Liability Insurance			02 SBA AK0V8U	03/01/2023	03/01/2024	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Mobile
48 N SAGE AVE
MOBILE AL 36607-2653

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

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC# : _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MATHER & PITTS INSURANCE INC	RECDESK LLC 300 PLAZA MIDDLESEX MIDDLETOWN CT 06457-3455
POLICY NUMBER SEE ACORD 25	
CARRIER: SEE ACORD 25 / NAIC CODE	EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Notice of Cancellation will be provided in accordance with Form SL9013, attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL 00 00, attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SL 00 00, attached to this policy. The Business Liability Coverage Part includes City of Mobile are Blanket Additional Insured By Contract Endorsement, Form SL 30 32.

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The ACORD name and logo are registered marks of ACORD

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

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	1/25/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/25/2024 - 3:48 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application Roosevelt Robertson to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on February 14, 2024, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

_____

City Clerk

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

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Roosevelt Robertson

Date of Birth: _____ Social Security #: _____

Present Address: _____

Home Phone Number: _____ Work Phone Number: _____

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

Present Employer and Address: Self Employed

Present Position/Title: Owner Operator

Judicial History:

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

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
n/a			
n/a			
n/a			

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

n/a

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

n/a

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

n/a

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

Roosevelt Robertson

Signature

12/30/23

Date Signed

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY APPLICATION

CHAPTER 59 of the Mobile City Code requires every person who desires to operate a taxicab, shuttles, limousine, carriage, charter, or transportation service to first obtain a certificate of public convenience and necessity.

Where to Apply: Applications may be obtained from the City Clerk's office on the 9th floor of Government Plaza, 205 Government Street or printed from the City of Mobile website: www.cityofmobile.org

1. **Background Check:** Each applicant must complete the attached background information sheet and undergo a records check by the Mobile Police Department, located at 2460 Government Street. If the applicant is a partnership, corporation, or other legal entity, the background check will be conducted on all officers, partners, directors, and any shareholder holding more than 25% of the outstanding stock of any corporation. (There is a $10.00 fee for each records check).

***Applicant: Please obtain a records check from MPD Records (with embossed seal) to return with your completed application.**

Where to File the Application:

2. **Applicant, when you receive your local record check from the MPD, only then will you return your completed application to the City Clerk's Office, along with a $100 application fee (cash or check). Make Checks payable to: City of Mobile. The application must also be properly notarized, or it will not be accepted.**

*After the completed application is received, the City Clerk's Office will forward it to the Police Dept. to review the application and the information provided therein. The Police Dept. shall report to the Council any information pertinent to the application or applicant. The Council shall not consider any application until such time as the police department has issued its report to the Council.

Public Hearing: The City Code requires that a public hearing be held on the application. Applicants will be notified of the hearing date. **Please refer to Section 59 of the City Code for the factors that will be considered by the City Council.** (www.cityofmobile.org → Government Tab → Municipal Code).

Other Requirements: The following items must be submitted to the City Revenue Department **BEFORE** a City business license will be issued. **After the City Council has approved your application, you must submit the following items to the City Revenue Department in order to receive a City business license:**

- Certificate of Public Convenience and Necessity
- Proof of Insurance (see attached City Code sections for minimum requirements)
- Chauffeur's license (issued by the Police Department) on all drivers.
- Certificate from a licensed, qualified garage stating that the vehicle(s) have been inspected and meets the requirements of the City Code.

Please be aware that this process may take up to 4 to 6 weeks; For more information contact the City Clerk's Office at 208-7411

(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
Roosevelt Robertson Owne			
Roosevelt Robertson Owner			
Roosevelt Robertson Owner			

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

Name	Date	Amount	Location	Disposition

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

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

Location of terminal/depot or stand & stables: Where necessary

What will be your days and hours of operation? Varies and based on need

How many vehicles (carriages) do you intend to operate? 2
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: GMC	Year: 2005	Model: Yukon XL Denali
Make: Dodge	Year: 2006	Model: Grand Caravan
Make:	Year:	Model:
Make:	Year:	Model:

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

ROOSEVELT DARYN ROBERTSON
6413 ZEIGLER BLVD
MOBILE, AL 36608

77392620-01058

1-787 (Rev. 08-10-2016)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

ROOSEVELT DARYN ROBERTSON
6413 ZEIGLER BLVD
MOBILE, AL 36608

Date: 02-15-2023

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

ROOSEVELT DARYN ROBERTSON

Search Completed Result 02-15-2023 E2023046000000098436

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

Kimberly J. Del Greco
Deputy Assistant Director
Information Services Branch
Criminal Justice Information
Services Division

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

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	1/25/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/25/2024 - 3:50 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application Mountain Taxi, LLC, d/b/a Sunset Taxi, to operate a taxi service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on February 14, 2024, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Taylor Brown individually or on behalf of Mountain Taxi, LLC d/b/a Sunset Taxi, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Mountain Taxi, LLC d/b/a Sunset Taxi

Business Addre: _____

Telephone: _____ Trade Name Sunset Taxi

Business Information

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

Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes_____ No_____

I attest, under penalty of perjury that I am:
_____ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

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

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

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

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

Name	Title	Address	Amount of Stock Held (if any)
Taylor Brown	Owner/CEO	680 willow wood ln, Delta, CO 81416	95%

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

Name	Date	Amount	Location	Disposition

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

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

Location of terminal/depot or stand & stables: 14742 Camelia St, Magnolia Springs, AL 3655

What will be your days and hours of operation? 24/7

How many vehicles (carriages) do you intend to operate? 10
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Ford	Year:	2022	Model:	Escape
Make:	Ford	Year:	2023	Model:	Escape
Make:	Ford	Year:	2024	Model:	Escape

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

Grey, white & silver vehicles, "Sunset Taxi" in blue & Yellow on sides of cars along with the necessary authority #s & our Phone #.

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:
Mountain Taxi, LLC d/b/a Sunset Taxi

By: Taylor Brock
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 24th **DAY OF** January, 2024

Notary Public

Keiwana Sumlin
Notary Public, Alabama State At Large
My Commission Expires
July 1, 2025

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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Taylor Brown

Nickname(s) or Maiden Name: Brown

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5 - 11

Weight: 150

Hair Color: Brown

Eye Color: Blue

Social Security Numb _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

_____

Signature

1/22/24

Date signed

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

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Taylor Brown

Date of Birth: _____ Security #: _____

Present Addre _____

Home Phone Number. k Phone Number: _____

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

Present Employer and Address: Mountain Taxis, LLC 326 Main St, Suite 208, Delta, CO 81416

Present Position/Title: Owner / CEO

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

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

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

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

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

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

Signature

1/22/24
Date Signed

Personal Data Report

General Descriptors

Name:	BROWN, TAYLOR SCOTT		
Address:		**Nick Name:**	
Phone:	___-___-____		
Race:	W - WHITE	**DOB:**	
Sex:	M	**Age:**	28
Weight:	185	**Eyes:**	BLUE
Height:	5'11"	**Facial:**	
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: CO	**DL #:**	**DL Type:**	**SSN:** ___-__-____
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:

- NO RECORD

CHECKED BY: Christie

DATE: 1/24/2024

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

01/24/2024 01:15PM THERESA C
038180-0005

MISCELLANEOUS
Description: RECORDS
CHECK (PDF007)
2024 Item: PDF007
1 @ $15.0000 $15.00
Payment Id: 559014

$15.00

Subtotal **$15.00**
TP CC FEE $2.50
Total **$17.50**

PD RECORDS CC $17.50
**********5476
MISCELLANE
Ref=c8b3f3fb-66dd-4bb6-bf95-5c75772a79ea
Auth=543414

Change due **$0.00**

Payment Id: 55
Paid by: BROWN/TAYLOR S

Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/8/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2024 - 12:03 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Top Cat Limousine, LLC to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on February 27, 2024, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

_____

City Clerk

CITY CLERK DEPARTMENT
2024 FEB -5 PM 9:18

CITY CLERK DEPARTMENT
2024 JAN 35 PM 8:37

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Juanita Mullis individually or on behalf of TOP CAT LIMOUSINE, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Top Cat Limousine, llc. / Top Cat Limo

Business Address: _

Telephone: rade Name Top Cat Limousine llc / Top Cat Limo

Business Information

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

Birthdate: SSN

Residence Address:

Address City State / Zip code

Telephone Number: river's License #:

Residing in Mobile County: Years: 7 Months: 8

U.S. Citizenship: Yes ✓ No

I attest, under penalty of perjury that I am:
✓ A citizen or national of the United States
✓ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

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

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

Business Address: Same as above
(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
Juanita Mullis - owner			100%

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

Name	Date	Amount	Location	Disposition
N/A				

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

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☒ SUV

Location of terminal/depot or stand & stables: Airport, Hotels - field

What will be your days and hours of operation? on demand - 24 hrs

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

Vehicle Description:

Make: ~~ESV Escalade~~	Year: ~~2018~~	Model: ~~Cadillac~~ GM.
Make: Cadillac	Year: 2018	Model: ESV Escalade
Make:	Year:	Model:

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

Black or Dark Grey SUV - Trade name is Top Cat Limo - with photo of cat w/ ~~attributes~~ and sophisticated attitude

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Top Cat Limousine llc

By: _____

Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 2 **DAY OF** Feb **, 20** 24

Notary Public

GEORGE MORRIS
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 05-17-2027

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	MULLIS, JUANITA ANNE		
Address:		**Nick Name:**	
Phone:			
Race:	W - WHITE	**DOB:**	
Sex:	F	**Age:**	63
Weight:	160	**Eyes:**	HAZEL
Height:	5'08"	**Facial:**	
Hair:	BLONDE OR STRAWBERRY	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:** 7543626	**DL Type:** D	**SSN:** ___-__-____
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: R Wells
DATE: 2-2-24