



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, July 2, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Tony Legear, MPD Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

June 18, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of James Ingram for a waiver of the Noise Ordinance at 457 Charles Street on

July 4, 2024, from 2:00 p.m. - 10:00 p.m. (District 2).

Request of Creola Ruffin for a waiver of the Noise Ordinance at 601 State Street on July 28, 2024, from 2:00 p.m. - 7:00 p.m. (District 2).

Request of the Mobile Midnight Maskers for a waiver of the Noise Ordinance at 206 State Street on October 5, 2025, from 2:30 p.m. - 7:00 p.m. (District 2).

Request of Elizabeth Ervin for a waiver of the Noise Ordinance at Doyle Park on July 6, 2024, from 4:00 p.m. - 7:00 p.m. (District 3).

Request of Sadrick Donaldson for a waiver of the Noise Ordinance at 1555 Fleetwood Drive E. on July 4, 2024, from 5:00 p.m. - 10:00 p.m. (District 4).

Request of Brieyanna Cotten for a waiver of the Noise Ordinance at 3370 Sheringham Drive on July 6, 2024, from 9:00 a.m. - 10:00 p.m. (District 5).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Creola Ruffin - Provide information about The Gulf Coast Ethnic & Heritage Jazz Festival.

Brieyanna Cotten - Questions about her past and present requests for a waiver of the noise ordinance.

Sabrina Mass - Comments about Amtrak, mental health and the Council, weaponization of police against citizens, and abuse of power.

James Jackson Jr., - Concerns about the lack of transparency and accountability within the Mobile Police Department.

Sylvester Cheatham - Comments about the death of Jawan Dallas while in police custody.

Pat Law - Requesting an update on the Jawan Dallas case and the letter sent to the Comic Cowboys.

Christine Dallas - To request donations for the backpack giveaway for the Jawan Dallas Foundation.

Reggie Hill - Comments about performance contracts, ARP, Civic Center, MPRD, and Public Safety.

11. ORDINANCES HELD OVER

39-041 Ordinance to amend Sections 39-96.1(c) and (d)2 of the Mobile City Code to change noise ordinance cutoff time in residential districts and to codify procedures for applications for waivers (sponsored by Councilmember Penn) (submitted by Michael Linder, Council Attorney).

12. CONSENT RESOLUTIONS HELD OVER

40-382 Declare the structure at 442-B Cottage Hill Road a public nuisance and order it secured (sponsored by Councilmember Daves).

40-480 Fix costs for demolition of the structure at 1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue (sponsored by Councilmember Carroll).

40-481 Fix costs for demolition of the structure at 1111 Springhill Avenue, f/k/a 1110 Oak Street (sponsored by Councilmember Carroll).

13. RESOLUTIONS HELD OVER

01-563 Authorize and accept agreement with the State of Alabama for the "Innovating St. Louis Street" project (Local Match \$1,039,737.60) (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

08-564 Approve purchase order to CDW Government, LLC for annual renewal of Cisco malware and network security protection software and support services for MIT; \$73,050.81 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-565 Approve purchase order to Dana Safety Supply, Inc. for Chevrolet Tahoes for MPD; \$707,548.78 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-566 Approve purchase order to Graybar Electric Co., Inc. for aluminum light poles for Traffic Engineering; \$30,071.40 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-567 Transfer funds from Capital Project St. Louis Street Streetscapes, to Grant Fund Innovating St. Louis Street; \$79,737.60 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Projects Mgmt.).

21-568 Authorize contract with Johns and Kirksey, Inc. for roofing repairs at Traffic

Division Facility; \$18,500.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

28-569 Authorize waiving of all Mobile Airport Authority's administrative, licensing and permitting fees relating to the Brookley Terminal Expansion (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

47-570 Assent to the vacation of a portion of a service road and City right-of-way located at Knollwood Drive and Medical Park Drive (sponsored by Councilmember Woods) (submitted by Lisa C. Lambert, City Clerk).

47-571 Consider a vacation fee as a condition of the vacation of a portion of service road and City right-of-way located at Knollwood Drive and Medical Park Drive (sponsored by Councilmember Woods) (submitted by Lisa C. Lambert, City Clerk).

14. CONSENT RESOLUTIONS BEING INTRODUCED

58-573 Declare weeds noxious, Weed Lien Group 1658.

58-574 Assess costs for removal of weeds, Repeat Weed Lien Group 75.

60-575 Determine an appropriation to Opportunity 4 Entertainers & Performing Arts serves a public purpose and approve payment (sponsored by Councilmembers Penn and Small) (submitted by Donna Bryars, Accounting Dept.)

60-576 Determine an appropriation to Veterans Recovery Resources serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-577 Determine an appropriation to St. Ignatius Parish serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

60-578 Determine an appropriation to Japanese Garden Foundation, Inc. serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-579 Determine an appropriation to Opportunity 4 Entertainers & Performing Arts serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-580 Determine an appropriation to Hillsdale Heights Home Owners Association,

Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

15. RESOLUTIONS BEING INTRODUCED

01-581 Authorize agreement with Alabama Department of Transportation for 2024 TAP Downtown Mobile Sidewalk Improvements; \$1,105,926.25 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

08-582 Approve award of item based bid for medical oxygen (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-583 Approve purchase order to Best Price Services, LLC for mulching of Grelot Road median; \$16,732.89 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-584 Approve purchase order to Donohoo Chevrolet, LLC for Chevrolet Silverado truck for Traffic Engineering; \$62,105.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-585 Approve purchase order to Environmental Systems Research Institute, Inc. for subscription to ESRI Advantage for consulting, support and training services for GIS; \$74,300.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-586 Approve purchase order to Ingram Equipment. Co., LLC for 3 knuckleboom assemblies for Municipal Garage; \$20,778.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-587 Approve purchase order to Semoice Technology for security cameras for MPD; \$61,572.30 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-588 Approve purchase order to Shaw Contract Flooring Services, Inc. for Cruise Terminal flooring replacement; \$23,364.93 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-589 Approve purchase order to U J Chevrolet Co., Inc. for wreck repair for Chevrolet Tahoe; \$25,286.86 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-590 Transfer funds from Capital Project Grant Match Port Security, to project FY2023 Port Security Grant Program; \$21,500.00 (sponsored by Mayor Stimpson) (submitted by Sheila Gurganus, Cruise Terminal).

09-591 Transfer funds from Capital Project Grant Match-Port Security to Grant Fund Project Match Holding Account for FY24 Port Security Grant; \$11,584.51 (sponsored by Mayor Stimpson) (submitted by Sheila Gurganus, Cruise Terminal).

09-592 Transfer funds from Capital Project IT Technical & Infrastructure Upgrades to Grant Fund Project FY2023 Port Security Grant Program; \$8,650.61 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT).

09-593 Transfer funds from Capital Project IT Technical & Infrastructure Upgrades to Grant Fund Project Grant Match Holding Account; \$4,401.50 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT).

21-594 Authorize contract with McCrory & Williams, Inc. for Spring Hill Ct. retaining wall improvements; \$69,500.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

25-595 Grant a permanent easement to Alabama Power to provide new underground service to 2442 N. Ridge Rd (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger, Eng. Dept. and Carleen Stout-Clark, REAM Dept.).

47-596 Consider waiving the vacation fee as a condition of the vacation of a portion of service road and City right-of-way located at Knollwood Drive and Medical Park Drive (sponsored by Councilmember Woods) (submitted by Lisa C. Lambert, City Clerk).

16. CALL FOR PUBLIC HEARINGS

41-597 Call for public hearing to consider the application of Quality Care on Wheels, LLC to operate a shuttle service (scheduled for July 16, 2024) (submitted by Lisa C. Lambert, City Clerk).

17. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: James Ingram

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2512641608

Organization (if applicable) _____

Mailing Address of Applicant 457 charles st. Mobile, Al. 36604

Telephone No. _____ E-mail address Jamarqis1@yahoo.com

Location or address of event where amplification will be used:

457 Charles St. Mobile, Al. 36604

Date of Event: July 4, 2024 Starting Time: 2pm Ending Time 10pm

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

Type of Event: 4TH OF JULY CELEBRATION

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

DA



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

(ii) It creates any noise which exceeds 65 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

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

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

Name of Applicant: Creola G. Ruffin

PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 478-4027 Cell Number: (251) 610-2152

Organization (if applicable) Gulf Coast Ethnic & Heritage Jazz Festival Productions, Inc.

Mailing Address of Applicant P.O. Box 40404, Mobile, AL 36640

Telephone No (251) 610-2152 E-mail address ruffinatlaw@aol.com

Location or address of event where amplification will be used:

601 State St., Mobile, AL 36602

Date of Event: July 28, 2024 Starting Time: 2pm Ending Time: 7:pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Music festival & 2nd line event

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

Music containing obscene language or profanity is prohibited

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

2024 JUN 24 AM 7:44
AA



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

Name of Applicant: Mobile Midnight Maskers

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-382-7070

Organization (if applicable) _____

Mailing Address of Applicant P.O. Box 66466, Mobile, AL 36660

Telephone No. _____ E-mail address alamey@fcgassociates.com

Location or address of event where amplification will be used:

206 State Street, Mobile, AL 36603

Date of Event: 10/5/2025 Starting Time: 2:30 Ending Time 7 p.m.

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

Type of Event: 5K run

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

CITY CLERK'S OFFICE

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

MO, JUN 24, AM 8:37 RCVD

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APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

Name of Applicant: Isaiah 53 Holiness Church/Elizabeth Ervin

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-656-1260

Organization (if applicable) _____

Mailing Address of Applicant 4203 Moffat Rd.

Telephone No. 251-656-1260 E-mail address eervin2012@yahoo.com

Location or address of event where amplification will be used:

Doyle Park 1721 Rosedale Rd, Mobile, AL 36605

Date of Event: 7/6/2024 Starting Time: 4:00 pm Ending Time 7:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Street Meeting

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

Music containing obscene language or profanity is prohibited

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

23



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

Name of Applicant: Sadrick Donaldson

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-217-3298 Cell Number: 251-217-3298

Organization (if applicable) S D Trucking LLC

Mailing Address of Applicant 1555 E Fleetwood Drive, Mobile, AL 36605

Telephone No. 2512173298 E-mail address sadrickdonaldson@gmail.com

Location or address of event where amplification will be used:

1555 E Fleetwood Drive, Mobile, Alabama 36605

Date of Event: 07-04-2024 Starting Time: 5:00 pm Ending Time 10:00pm

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

Type of Event: A yard celebration with family and friends

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

Name of Applicant: Brieyanna Cotten

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-656-8957 Cell Number: 251-656-8957

Organization (if applicable) N/A

Mailing Address of Applicant 3370 Sherringham Dr. Mobile, AL 36609

Telephone No. 251-656-8957 E-mail address brieyanna.cotten@gmail.com

Location or address of event where amplification will be used:

3370 Sherringham Dr. Mobile, AL 36609

Date of Event: 07/06/2024 Starting Time: 9AM Ending Time 10PM

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

Type of Event: Family 4th of July Celebration

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

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ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

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

Your comments will be limited to three (3) minutes

Name: Creola G. Ruffin Date: June 21, 2024

Address: Post Office Box 40404, Mobile, Al. 36640

Phone: (251) 478-4027 Email: ruffinatlaw@aol.com

Date to Address City Council: July 2, 2024

Subject and/or specific questions (must complete):

The Gulf Coast Ethnic & Heritage Jazz Festival is requesting the presence of the Mobile City Council

on July 28, 2024 for the Commemoration of the Excelsior Band and Elks Lodge, which are two of

the most historic organizations still in existence in Mobile, Alabama. This will also launch the "Save the Elks campaign" and preserve it as a jazz music hall and museum. Events on the 28th starts at 4pm with the Second Line and the Commemoration at 5pm, Elks Lodge, 601 State St., Mobile, Al. 36602.

How does this pertain to city business (must complete):

Acknowledging and preserving the history of the City of Mobile pertains to city business.

Signature: Creola G. Ruffin

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Wed 6/26/2024 4:17 PM

To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Brieyanna Cotten

Date To Address Council: 2024-07-02

Address: 3370 Sherringham Dr. Mobile, AL 36609

Email: brieyanna.cotten@gmail.com

Phone: 2516568957

Subject And Specific Questions: I would like to speak to the council about recent noise ordinance waiver requests that I have submitted. If possible, I would appreciate speaking to the council prior to them voting on the noise ordinance waiver request that I submitted for July 6th. This is an agenda item on the July 2nd meeting.

Pertain To City Business: This pertains to city business as it relates to a noise ordinance waiver request the council will vote on during the July 2, 2024 City Council meeting.

Signature: Brieyanna Cotten

Signature Verify: X

Agree: X

Date Submitted: 2024-06-26 16:17:46

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

25

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Wed 6/26/2024 11:59 AM

To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Sabrina Mass**Date To Address Council:** 2024-07-02**Address:** 1050 Belvedere Circle West**Email:** texast750@gmail.com**Phone:** 251 656 4049

Subject And Specific Questions: Amtrak, Mental Health and city council, weaponization of police against citizens, abuse of power and violation of Constitutional Rights to Freedom of Speech and Freedom of Expression in a capacity paid for by taxpayers.

Pertain To City Business: A taxpayer**Signature:** Sabrina Mass**Signature Verify:** X**Agree:** X**Date Submitted:** 2024-06-26 11:58:58This submission was recieved from your website <https://www.cityofmobile.org/>

Gauthier, Lana

From: City Clerk
Sent: Wednesday, June 26, 2024 1:40 PM
To: texast750@gmail.com
Subject: RE: CityofMobile.org: Addressing City Council Submission

We have received your request to address the Council on July 2.

You are approved to address the Council regarding:

- Amtrak
- Mental health and the Council.
- Weaponization of police against citizens.
- Abuse of power.

We appreciate your interest in City government.

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, June 26, 2024 11:59 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Sabrina Mass

Date To Address Council: 2024-07-02

Address: 1050 Belvedere Circle West

Email: texast750@gmail.com

Phone: 251 656 4049

Subject And Specific Questions: Amtrak, Mental Health and city council, weaponization of police against citizens, abuse of power and violation of Constitutional Rights to Freedom of Speech and Freedom of Expression in a capacity paid for by taxpayers.

Pertain To City Business: A taxpayer

Signature: Sabrina Mass

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Wed 6/26/2024 10:22 PM

To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: James L Jackson Jr

Date To Address Council: 2024-06-26

Address: 1213 Murray Hill Ct. Apt. F

Email: ja45ja@gmail.com

Phone: 2512817988

Subject And Specific Questions: Concerned about the lack of transparency and accountability within the Mobile Police Department.

Pertain To City Business: Tax paying citizen's safety.

Signature: James L Jackson Jr.

Signature Verify: X

Agree: X

Date Submitted: 2024-06-26 22:22:31

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

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Wed 6/26/2024 6:18 PM

To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Sylvester Cheatham

Date To Address Council: 2024-07-02

Address: 6955 Simpson Rd

Email: sylvesyer1234cheatham@gmail.com

Phone: 2512092110

Subject And Specific Questions: Jay Dallas

Pertain To City Business: His death occurred while in police custody

Signature: Sylvester Cheatham

Signature Verify: X

Agree: X

Date Submitted: 2024-06-26 18:18:21

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

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 6/27/2024 12:23 PM

To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Pat Law**Date To Address Council:** 2024-07-02**Address:** 2990 Graham Rd North**Email:** mzpatlaw@yahoo.com**Phone:** 2516053837**Subject And Specific Questions:** Response to letter sent to comic cowboys and update on Jawan Dallas case**Pertain To City Business:** Jawan Dallas was killed by mobile police department**Signature:** Pat Law**Signature Verify:** X**Agree:** X**Date Submitted:** 2024-06-27 12:22:59This submission was recieved from your website <https://www.cityofmobile.org/>

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 6/27/2024 12:23 PM

To: City Clerk <cityclerk@cityofmobile.org>

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Name: Pat Law

Date To Address Council: 2024-07-02

Address: 2990 Graham Rd North

Email: mzpatlaw@yahoo.com

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Pertain To City Business: Jawan Dallas was killed by mobile police department

Signature: Pat Law

Signature Verify: X

Agree: X

Date Submitted: 2024-06-27 12:22:59

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CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 6/27/2024 12:25 PM

To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Christine Dallas

Date To Address Council: 2024-07-02

Address: 10523 Beverly Rd Irvington AL 36544

Email: christinedallas312@gmail.com

Phone: 2515455606

Subject And Specific Questions: Request donations for the bookbag giveaway funday

Pertain To City Business: Jawan Dallas Foundation supplies free events to citizens of Mobile county

Signature: Christine Dallas

Signature Verify: X

Agree: X

Date Submitted: 2024-06-27 12:25:35

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

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, June 27, 2024 1:32 PM
To: Gauthier, Lana
Subject: 7/2 Agenda

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Madam Asst. City Clerk,

Greetings! I hope this email finds you well. This is a formal request to be added to the upcoming Agenda. I shall address the following:

- * Performance Contracts
- * ARP
- * Civic Center
- * MPRD
- * Public Safety

Thank you for your attention to this communication. See you all next week!

Kindest Regards,

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

AN ORDINANCE TO AMEND MOBILE CITY CODE SECTIONS 39-96.1(c) AND (d)(2) TO CHANGE THE NOISE ORDINANCE CUTOFF TIME IN RESIDENTIAL DISTRICTS FROM 10 P.M. TO 9 P.M., SUNDAY THROUGH THURSDAY AND TO CODIFY PROCEDURES FOR APPLICATION FOR A WAIVER OF THE NOISE ORDINANCE FROM THE CITY COUNCIL

SPONSORED BY: COUNCILMEMBER PENN

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

Section 1: Amendment.

Mobile City Code § 39-96.1(c) is hereby amended and restated in its entirety to read as follows:

(c) *Noise in residential districts restricted.*

(1) Generally. It shall be unlawful and a nuisance to make, continue or cause to be made or continued any loud or excessive noise that unreasonably interferes with the comfort, health, or safety of others within the corporate limits of the city.

(2) In addition to the general prohibition set out above, it shall be unlawful, a nuisance and a violation of this section, for any person to:

a. Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonograph, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 a.m. to 9:00 p.m., Sunday through Thursday, and 6:00 a.m. to 10:00 p.m. on Friday and Saturday:

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

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

b. Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonograph, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 9:00 p.m. to 6:00 a.m., Sunday through Thursday, and 10:00 p.m. to 6:00 a.m. on Friday and Saturday:

1. It is plainly audible at a distance of twenty-five (25) feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the city; or

2. It creates any noise which exceeds fifty (50) db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the city.

c. Loud or raucous sounds or noises—6:00 a.m. to 9:00 p.m., Sunday through Thursday, and 6:00 a.m. to 10:00 p.m. on Friday and Saturday. Willfully make or cause a noise which disturbs the peace or quiet of any residential district and which:

1. Is plainly audible at a distance of fifty (50) feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the city; or

2. Exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the city.

d. Loud or raucous sounds or noises—9:00 p.m. to 6:00 a.m., Sunday through Thursday, and 10:00 p.m. to 6:00 a.m. on Friday and Saturday Willfully make or cause a noise which disturbs the peace or quiet of any residential district and which:

1. Is plainly audible at a distance of twenty-five (25) feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the city; or

2. Creates any noise which exceeds fifty (50) db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the city.

e. Any person creating any such sound or noise as described in this section and/or anyone permitting such a sound or noise to be created in, or emanate from, any premises under his care, custody or control, shall be presumed responsible for any such sound or noise.

(3) It shall be unlawful for any person to empty any dumpster in any residential district zoned as R-1, R-2, R-3, or R-B, or within five hundred (500) feet of the property line of any property that is zoned R-1, R-2, R-3, or R-B, during the hours from 9:00 p.m. to 6:00 a.m., Sunday through Thursday, and 10:00 p.m. to 6:00 a.m. on Friday and Saturday.

(4) It shall be unlawful for any person to deliver, pick up, or raise any dumpster, or any roll-off box or container, in any residential district zoned as R-1, R-2, R-3, or R-B, or within five hundred (500) feet of the property line of any property that is zoned R-1, R-2, R-3, or R-B, during the hours from 9:00 p.m. to 6:00 a.m., Sunday through Thursday, and 10:00 p.m. to 6:00 a.m. on Friday and Saturday.

(5) It shall be unlawful for any person to pick up construction or demolition material, garbage, trash, rubbish, recyclable materials, or any combination thereof, with a truck which has a compactor or the capacity to raise, move, or empty any dumpster, or any roll-off box or container, in any residential district zoned as R-1, R-2, R-3, or R-B, or within five hundred (500) feet of the property line of any property that is zoned R-1, R-2, R-3, or R-B, during the hours from 9:00 p.m. to 6:00 a.m., Sunday through Thursday, and 10:00 p.m. to 6:00 a.m. on Friday and Saturday.

Mobile City Code § 39-96.1(d)(2) is hereby amended and restated in its entirety to read as follows:

(d) *Exceptions.*

(2) *Noises from authorized activities; waiver of the noise ordinance by the City Council.* The prohibitions of this section shall not apply to air traffic at the Mobile Municipal Airport, or any activities of a temporary duration which are permitted by law and for which a license or permit has been granted by the City including but not limited to parades, sporting events, concerts, the Greater Gulf State Fair, and fireworks displays. Notwithstanding anything else in this section, any person may apply to the City Council for a waiver of the noise ordinance on forms provided by the City Clerk's office. Any application for a waiver of the noise ordinance shall be due in the City Clerk's office by 2:00 p.m. on the Thursday prior to the City Council meeting at which the waiver is to be considered. Upon a proper application, the City Council shall have the discretion to grant or deny a waiver both as to noise levels and as to the hours during which any waiver will be operative, including extending the hours beyond the times provided in this section. The City Council may also grant a waiver in part or impose reasonable restrictions as a condition of a grant, or it may delay action on a waiver application. After a final vote by the City Council on a waiver application, the City Clerk shall endorse any application as granted or denied, and shall list thereon any modifications or further conditions imposed by the City Council.

Section 2: Miscellaneous.

(a) All other provisions and sections of the aforesaid Ordinance not amended herein shall remain in full force and effect.

- (b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.
- (c) This Ordinance shall be effective within the City of Mobile and its police jurisdiction immediately upon its adoption and publication as required by law.

Approved:

City Clerk

RESOLUTION

Sponsored by: Councilmember Joel Daves – District 5

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 **442-B Cottage Hill Road** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **442-B Cottage Hill Road** described as:

BEG AT THE NE COR OF LOT 7 PENNINGTON WOODS MBK 18 PG 99 RUN N 69 DEG 13 MIN 20 SEC W & ALG THE N/L OF PENNINGTON WOODS 398 FT TO THE SE COR OF PPTY OF WOODLAND SWIM CLUB TH N 04 DEG 12 MIN 20 SEC W ALG THE E/L OF THE PPTY OF WOODLAND SWIM CLUB 275.77 FT TO A PT ON THE S ROW/L OF ESLAVA CREEK PKWAY TH S 74 DEG 21 MIN 50 SEC E ALG SD ROW 163.76 FT TO A PT TH S 83 DEG 39 MIN 50 SEC E ALG SD ROW 436.96 FT TO A PT TH S 76 DEG 35 MIN 50 SEC E ALG SD ROW 188.88 FT TO THE W ROW/L OF COTTAGE HILL RD TH S 15 DEG 33 MIN 40 SEC W ALG SD W ROW 92.69 FT TO AN IRON STAKE AT THE P C OF A 702.46 FT RADIUS CURVE TO THE RT TH SLY ALG THE ARC OF SD CURVE 284.44 FT TO THE INTER WITH THE N ROW/L OF 100 FT ALA POWER CO ROW (CHORD BEARS S 27 DEG 09 MIN 40 SEC W 232.50 FT) TH N 82 DEG 27 MIN 20 SEC W ALG THE N/L OF SD ALABAMA POWER CO ROW 107.65 FT TO A PT TH N 69 DEG 13 MIN 20 SEC W 130.12 FT TO THE POB TOG WITH THE N 5 FT OF LOTS 8, 9 & 10 PENNINGTON WOODS MBK 19 PG 99 #SEC 30 T4S R1W #MP29 09 30 1 000

Parcel Number: 29 09 30 1 000 095

Last Assessed to: BARRINGTON PARK OWNER, 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 **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
April 18, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FR:' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 30, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **442-B COTTAGE HILL ROAD** OWNED BY OR MAY HAVE AN INTEREST: **BARRINGTON PARK OWNER, 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 09 30 1 000 095

COUNCIL DISTRICT 5 – JOEL DAVES

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

442-B Cottage Hill Road

Property Details

Parcel Key	877625	Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	N	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	03-04-24	Comments	

Property Score

Score		Score Description	
-------	--	-------------------	--

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 03/05/2024

Property Address: 442-B Cottage Hill Road

District No: 5

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☒ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. Repair or remove the dilapidated carport/structure at left of main house.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☒ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter and debris. Secure all windows and doors on vacant house.

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Barrington Park Owner, LLC
512 7th Ave Floor 16
New York NY 10018-4607

March 5, 2024

**RE: 442-B Cottage Hill Road
Project Number: ME-020-24**

Dear Barrington Park Owner, LLC:

On March 4, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 442-B Cottage Road.

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

BEG AT THE NE COR OF LOT 7 PENNINGTON WOODS MBK 18 PG 99 RUN N 69 DEG 13 MIN 20 SEC W & ALG THE N/L OF PENNINGTON WOODS 398 FT TO THE SE COR OF PPTY OF WOODLAND SWIM CLUB TH N 04 DEG 12 MIN 20 SEC W ALG THE E/L OF THE PPTY OF WOODLAND SWIM CLUB 275.77 FT TO A PT ON THE S ROW/L OF ESLAVA CREEK PKWAY TH S 74 DEG 21 MIN 50 SEC E ALG SD ROW 163.76 FT TO A PT TH S 83 DEG 39 MIN 50 SEC E ALG SD ROW 436.96 FT TO A PT TH S 76 DEG 35 MIN 50 SEC E ALG SD ROW 188.88 FT TO THE W ROW/L OF COTTAGE HILL RD TH S 15 DEG 33 MIN 40 SEC W ALG SD W ROW 92.69 FT TO AN IRON STAKE AT THE P C OF A 702.46 FT RADIUS CURVE TO THE RT TH SLY ALG THE ARC OF SD CURVE 284.44 FT TO THE INTER WITH THE N ROW/L OF 100 FT ALA POWER CO ROW (CHORD BEARS S 27 DEG 09 MIN 40 SEC W 232.50 FT) TH N 82 DEG 27 MIN 20 SEC W ALG THE N/L OF SD ALABAMA POWER CO ROW 107.65 FT TO A PT TH N 69 DEG 13 MIN 20 SEC W 130.12 FT TO THE POB TOG WITH THE N 5 FT OF LOTS 8, 9 & 10 PENNINGTON WOODS MBK 19 PG 99 #SEC 30 T4S R1W #MP29 09 30 1 000

Parcel Number: 29 09 30 1 000 095

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 its 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 **April 17, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **April 17, 2024**, provide the Code Official with a work plan to accomplish the repairs by **April 17, 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 **April 17, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 30, 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:

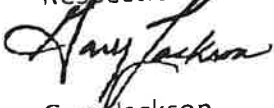
- ☒ Repaired; or,
☒ Demolished

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

442-B COTTAGE HILL ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

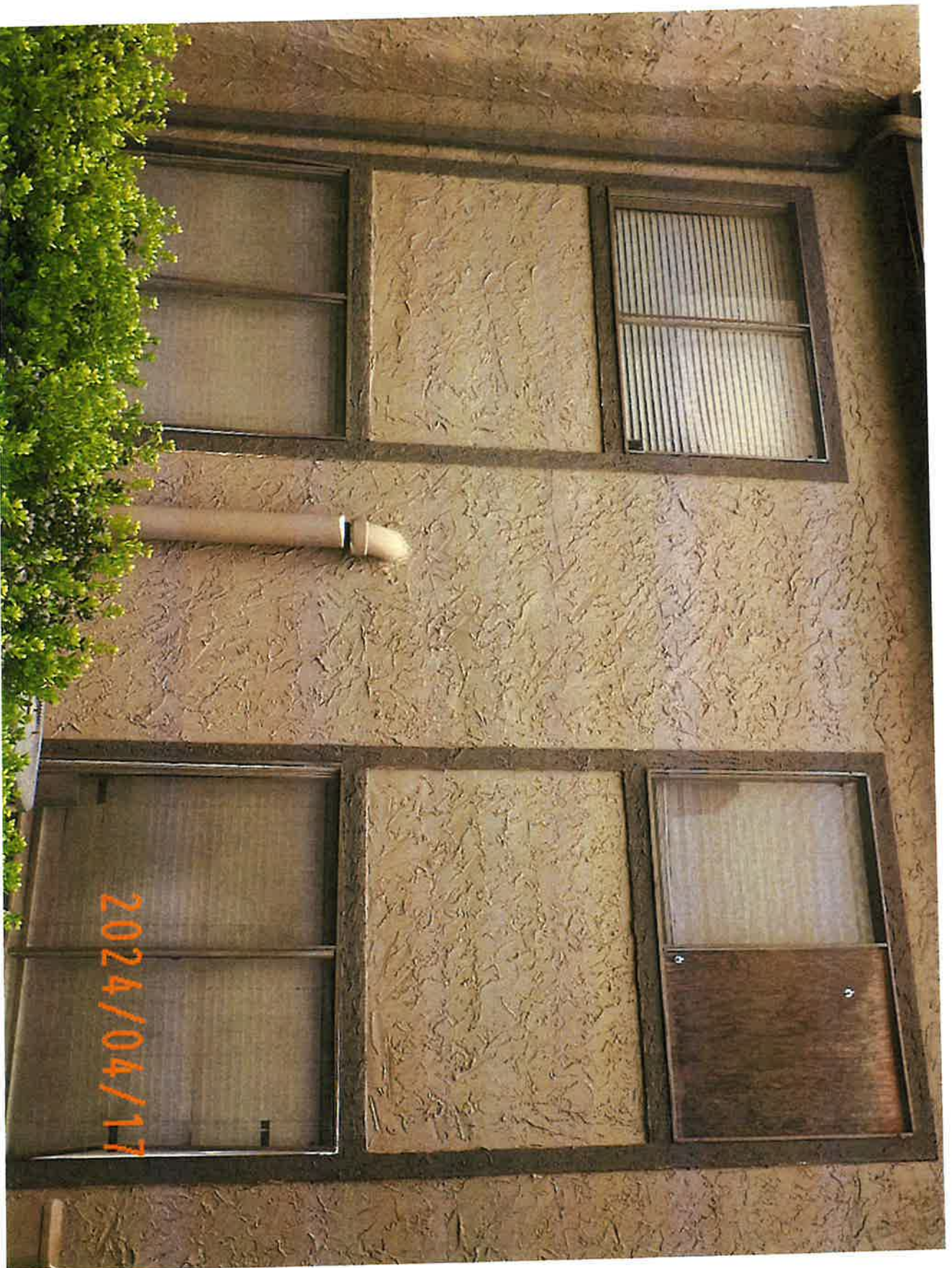
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NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

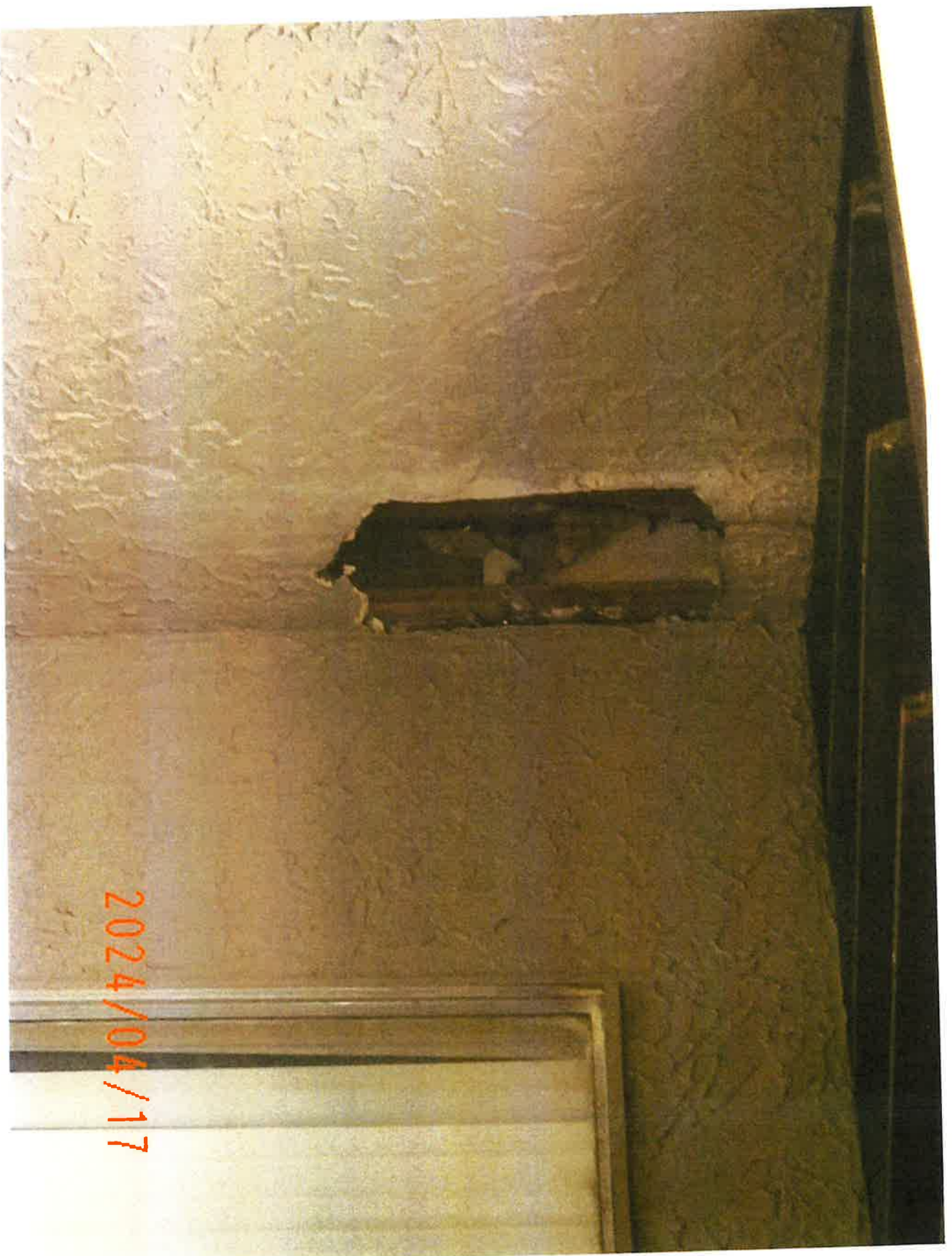
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NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

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NUISANCE ABATEMENT

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NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

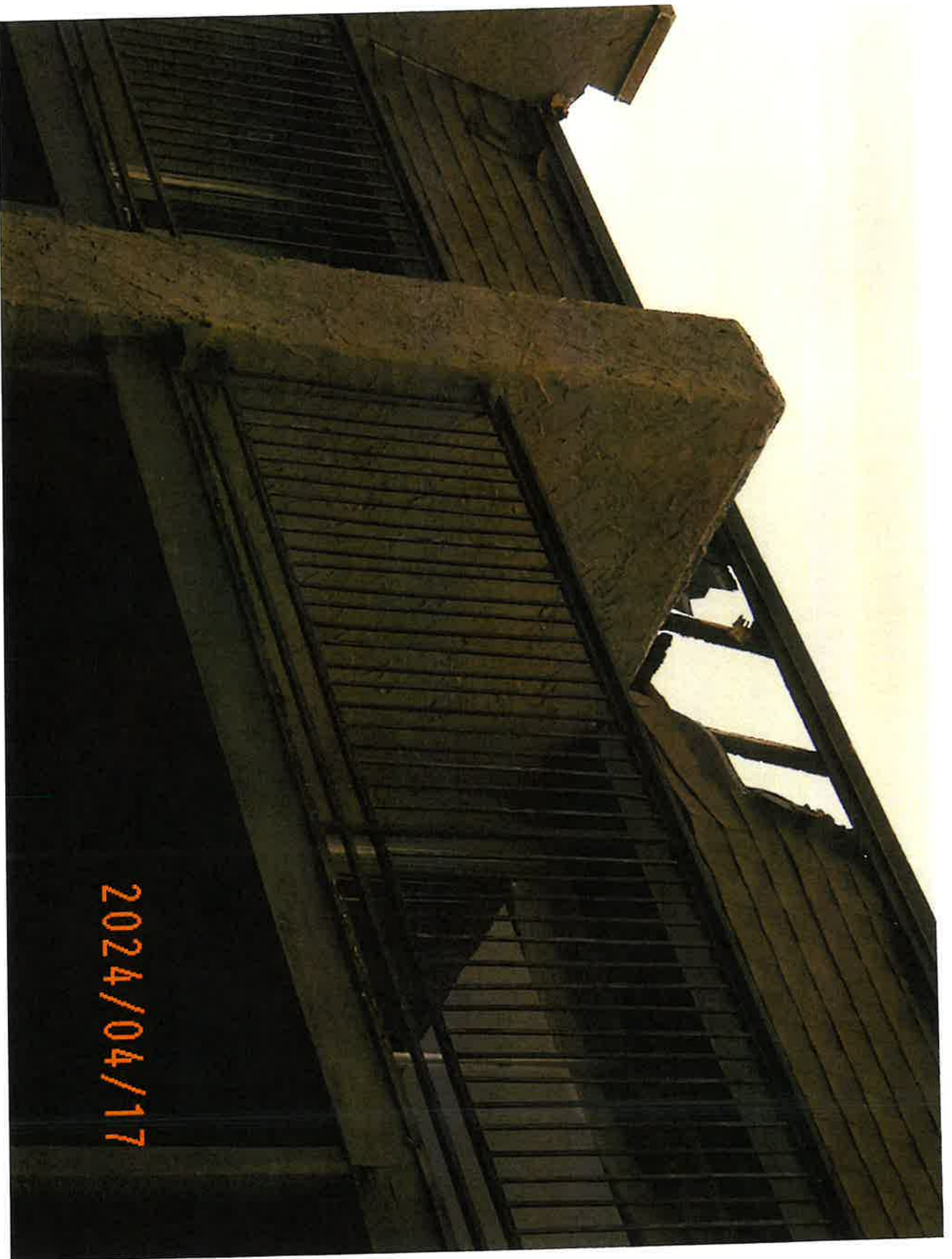
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NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

PHOTOS AGENDA / DW



2024/04/17

NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

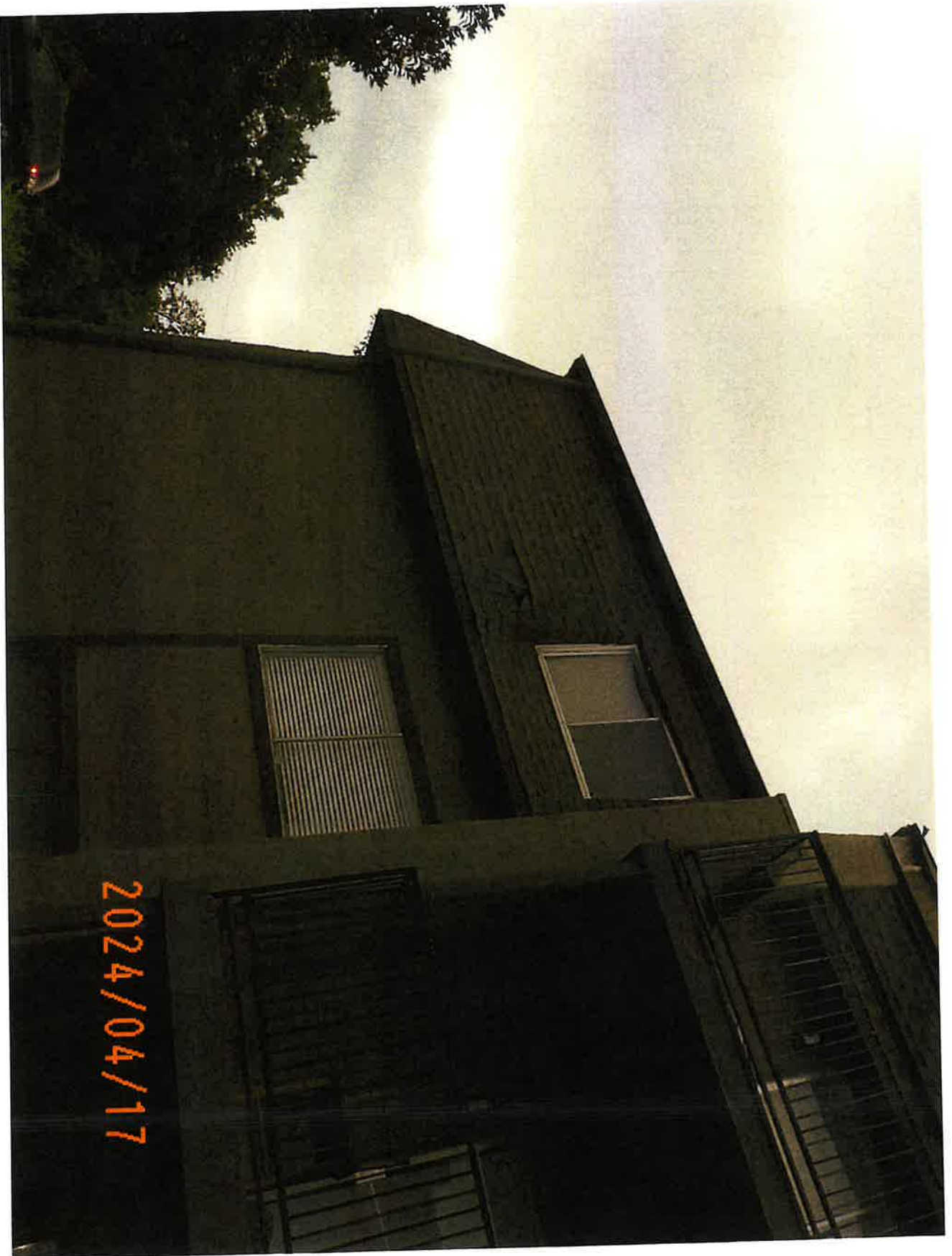
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NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

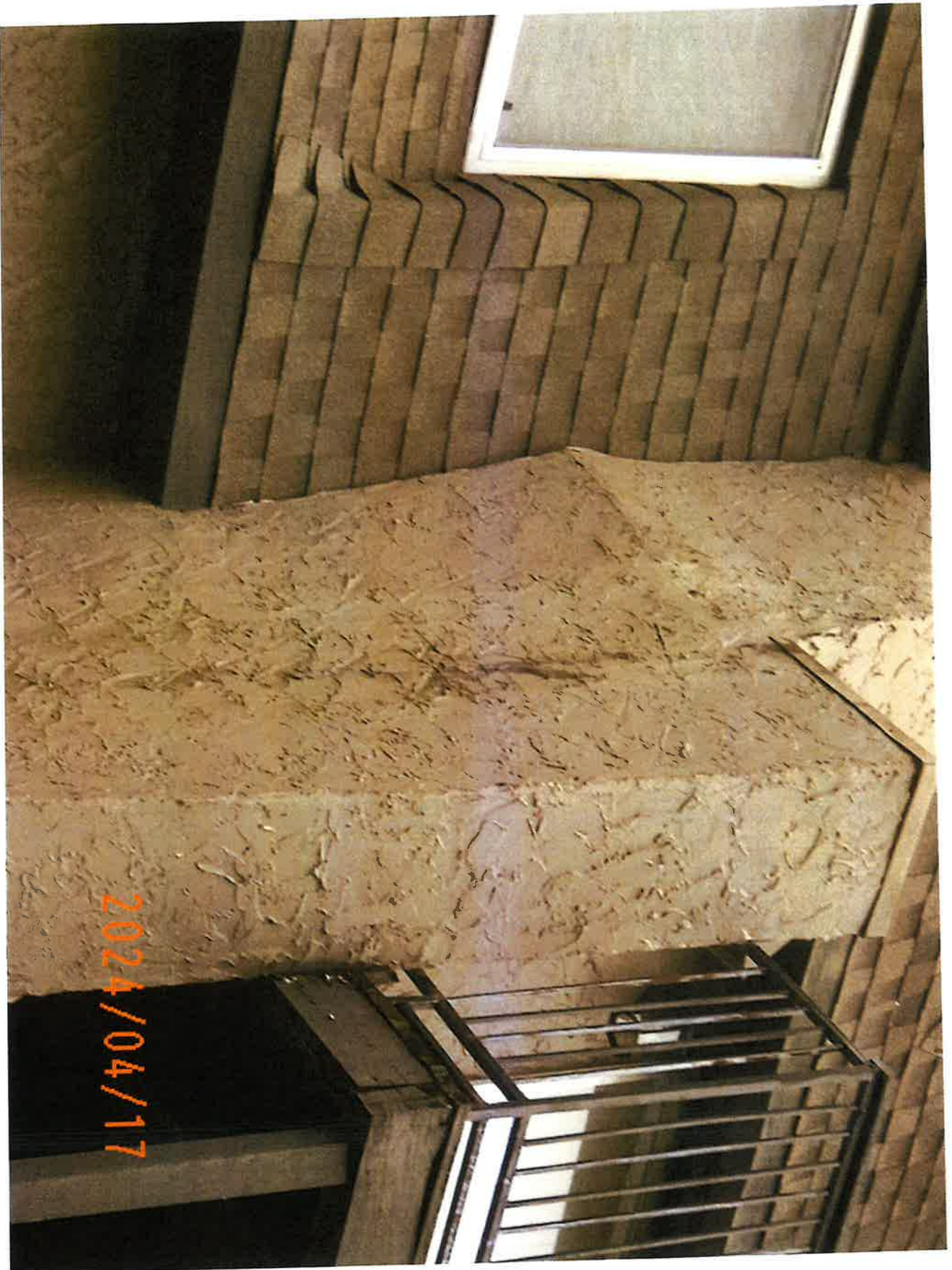
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NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

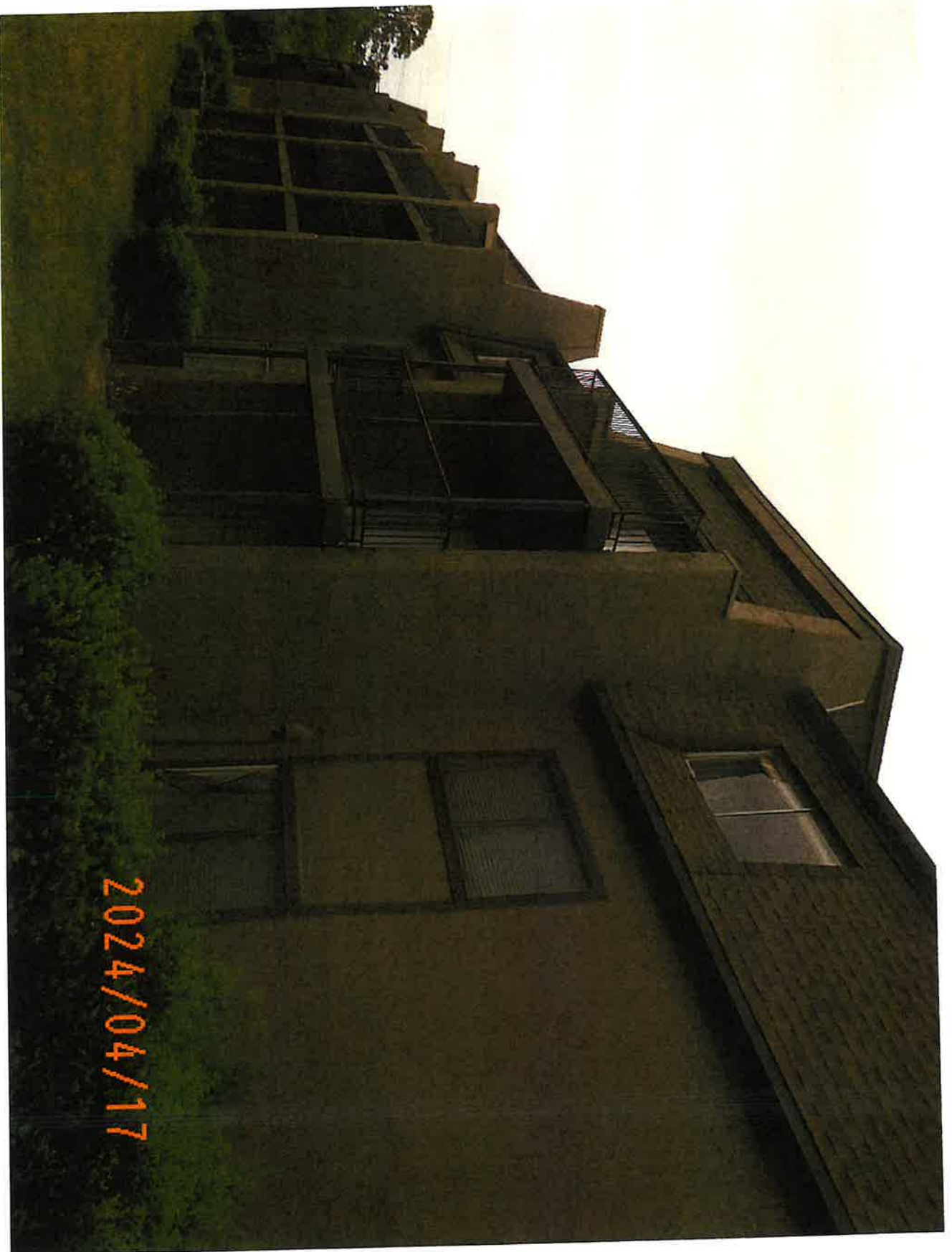
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NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

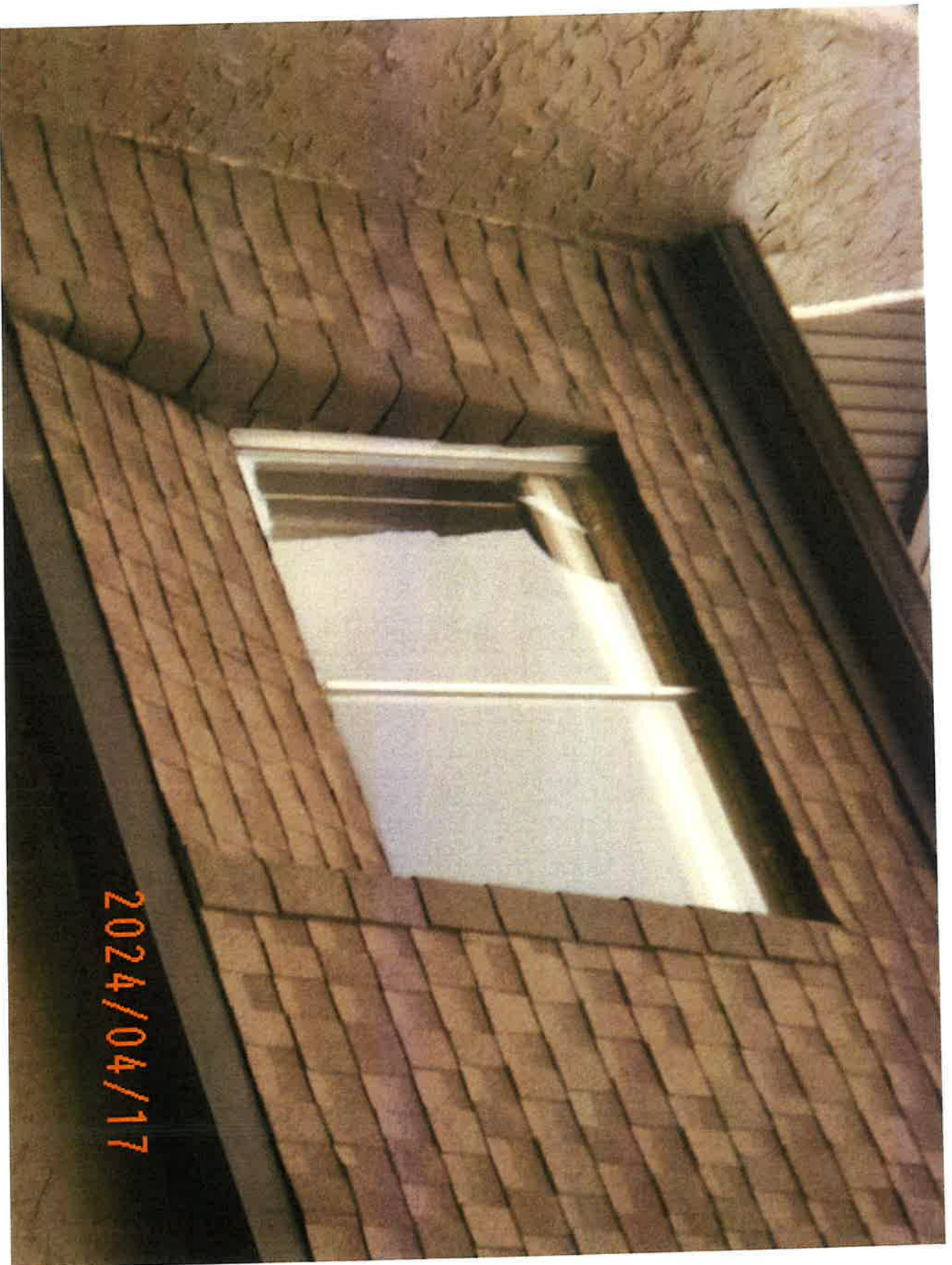
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NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

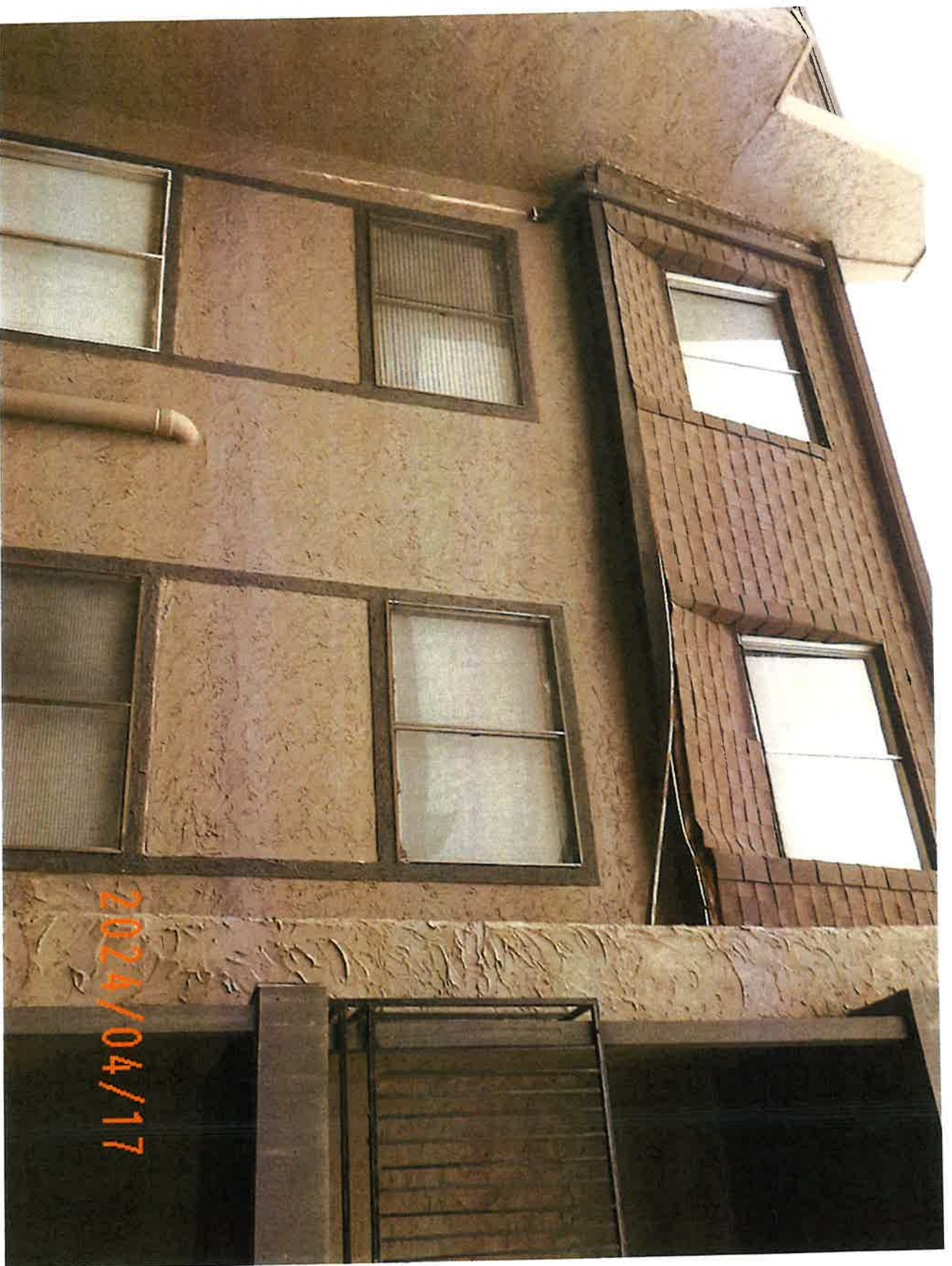
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NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

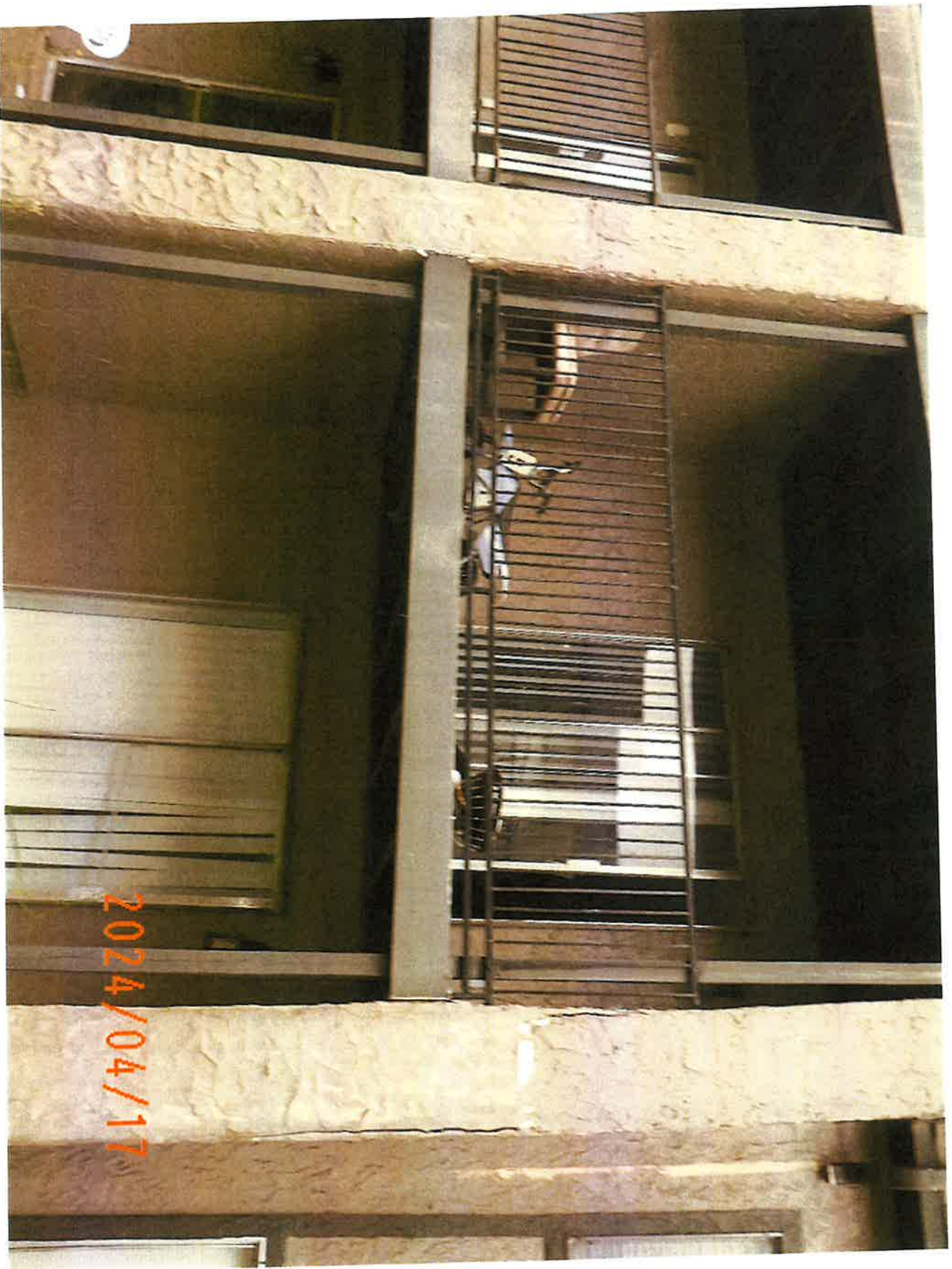
PHOTOS AGENDA / DW



NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

PHOTOS AGENDA / DW



Affidavit of Mailed Notice



Date: April 30, 2024

State of Alabama
County of Mobile

Subject Property – 442-B Cottage Hill Road

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.

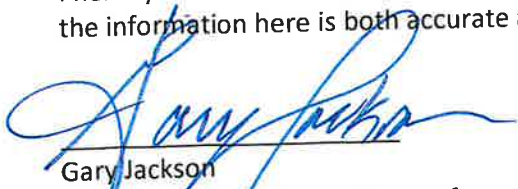
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **8 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement 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: 442 Cottage Hill Road **RUSH** Date: October 31, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 29, 2023

Per the Title Report, the owner is: Barrington Park Owner, LLC

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Barrington Park Owner, LLC
512 7 th Ave Floor 16
New York NY 10018-4607 | Owner address from Revenue Commission website
Phone number 833-497-0427
Info was also found on LexisNexis |
| 2 | Barrington Park Owner, LLC
c/o National Registered Agents,
Inc.
2 North Jackson St STE 605
Montgomery AL 36104 | Secondary address found on AL Secretary of State |
| 3 | Barrington Park Owner, LLC
512 Fashion Ave FL 16 th
New York, NY 10018-4603 | Found address on LexisNexis |
| 4 | Barrington Park Owner, LLC
442 Cottage Hill Rd
Mobile AL 36606-4726 | Subject Address |
| 5 | Barrington Park Owner, LLC
33 Bloomfield Hills Pkwy Ste 135
Bloomfield Hills MI 48304 | Found address on lien |
| 6 | Friedman Real Estate
34975 West Twelve Mile Rd
Farmington Hills MI 48331 | Found address on lien
Management company for Barrington Park Owner,
LLC |

TAX STATUS: 2022 Tax Current – 2023 Tax Due

Parties with recorded liens per Title Report:

- 7 DHS, INC., dba Roto-Rooter Lien instrument number 2023021172 recorded
Plumbers 4/6/2023 against Barrington Park Owner, LLC
c/o Jason D Smith
Anders, Boyett, Brady & Smith,
PC
One Maison, Ste 203
3800 Airport Blvd
Mobile AL 36608

Open Mortgages

- 8 Wells Fargo Bank as Trustee UCC filed 2/21/2020 instrument number
9062 Old Annapolis Rd 2020011009
Columbia MD 21045
Mortgage assigned 2/11/2020 Instrument number
2020008605

Lis Pendens

Lis Pendens filed by Courtney's Law Service, Inc. against Roco-Barrington, LLC, et al,
recorded May 9, 2018, in LR Book 7634, page 433.

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue** to be \$10,000.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: \$10,000.00 shall constitute a special assessment against the property at structure **1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue** and being that property more particularly described as follows:

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72° 15' 25" WEST ALONG THE SOUTH LINE OF SPRINGHILL AVE 144.14 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 05° 38' 49" WEST 286.85 FEET TO A POINT; THENCE RUN NORTH 79° 33' 20" WEST FOR 42.14 FEET TO A POINT; THENCE RUN NORTH 81° 37' 16" WEST FOR 36.84 FEET TO A POINT; THENCE RUN NORTH 06° 09' 02" EAST FOR 297.92 FEET TO A POINT ON THE SOUTH ROW LINE OF SPRINGHILL AVE; THENCE RUN SOUTH 72° 15' 25" EAST WITH THE SOUTH ROW LINE OF SPRINGHILL AVE 77.90 FEET TO THE POINT OF BEGINNING

Parcel No.: 02 29 06 40 0 009 117.XXX

Owner: MEEKS MICHAEL
3750 BAY TREE RD
LYNN HAVEN FL 32444-5663

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 28, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue**, for the proposed amount of **\$10,000.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

April 25, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-139-21

LOCATION:
1107 & 1109 Springhill Avenue/FKA 1111 Springhill Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: 1107 & 1109 Springhill Avenue will be one parcel commonly known as 1107 Springhill Avenue with the following legal description:

1107 Springhill Ave., Mobile AL

Commencing at the Southwest intersection of Springhill Ave and Hallett Street run North 72° 15' 25" West along the South line of Springhill Ave 144.14 feet to the point of beginning of the property herein described; thence South 05° 38' 49" West 286.85 feet to a point; thence run North 79° 33' 20" West for 42.14 feet to a point; thence run North 81° 37' 16" West for 36.84 feet to a point; thence run North 06° 09' 02" East for 297.92 feet to a point on the South ROW line of Springhill Ave; thence run South 72° 15' 25" East with the South ROW line of Springhill Ave 77.90 feet to the point of beginning.

Parcel Number: **0229 06 40 0 009 117.XXX**

Amount: ~~\$9,800.00~~ **\$10,000.00**

Assessed: MEEKS MICHAEL
3750 BAY TREE RD
LYNN HAVEN FL 32444-5663

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,



Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member William Carroll, file copy



AlaFile E-Notice

02-CV-2016-901920.00

Judge: JAY A YORK

To: MCNAIR MICHAEL STEPHEN
msm@mcnairlawyer.com

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

NATIONSTAR MORTGAGE LLC ETC VS MICHAEL HAMADE ET AL
02-CV-2016-901920.00

A court action was entered in the above case on 7/17/2023 2:46:37 PM

ORDER

[Filer:]

Disposition: GRANTED
Judge: JAY
Notice Date: 7/17/2023 2:46:37 PM

SHARLA KNOX
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
CIRCUIT CIVIL DIVISION
205 GOVERNMENT STREET
MOBILE, AL, 36644

251-574-8420
charles.lewis@alacourt.gov



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

NATIONSTAR MORTGAGE LLC DBA	)	
CHAMPION MORTGAGE CO,	)	
SECRETARY OF HOUSING AND	)	
URBAN DEVELOPMENT,	)	
Plaintiffs,	)	
	)	
V.	)	Case No.: CV-2016-901920.00
	)	
HAMADE MICHAEL,	)	
HAMADE MARY-ANN,	)	
LOPER BENJAMIN E.,	)	
Defendants.	)	

FINAL ORDER

Nationstar Mortgage d/b/a Champion Mortgage Co. has agreed to release its interests in the real property known as 1107 and 1109 Springhill Avenue, Mobile. In exchange, Defendants have agreed to release their interests in real properties commonly known as 1111 Springhill Ave., Mobile, and 1110 Oak Street, Mobile, AL.

It is **HEREBY ORDERED**, that all interests Michael Hamade, Mary-Ann Hamade, Benjamin Loper and Michael Meeks had in the real properties known as 1111 Springhill Ave. and 1110 Oak Street, and described fully below, are hereby released and full fee-simple interest shall be retained by Nationstar Mortgage, LLC d/b/a Champion Mortgage Co., but title will be vested in the name of Mortgage Assets Management, LLC.

1111 Springhill Ave., Mobile, AL

Commencing at the Southwest intersection of Springhill Ave. and Hallett Street. Run North 72° 15' 25" West along the South line of Spring Hill Avenue 269 feet to the point of beginning of the property herein described; thence South 05° 28' 38" West 232.06 feet to a point; thence run South 05° 56' 33" West for 73.64 feet to a point; thence run South 81° 37' 16" East for 4303 feet to a point; thence run North 06° 09' 02" East for 297.92 feet to a point on the South Right of Way line of Springhill Avenue; thence run North 72° 15' 25" West with the South right of way line of Springhill Avenue 46.95 feet to the point of beginning.

1110 Oak Street, Mobile, AL

Commencing at the Southwest intersection of Springhill Ave and Hallett Street run North 72° 15' 25" West along the South line of Springhill Ave 269 feet to a point; thence South 05° 28' 38" West 232.06 feet to a point that is the point of beginning of the property herein described; thence run south 05° 56' 33" West for 73.64 feet to a point; thence run South 07° 11' 09" West for 157.51 feet to appoint on the North ROW line of Oak Street; thence run North 84° 32' 27" West and along the North ROW line of Oak Street 44.16 feet to a point; thence run North 08° 10' 50" East for 232.11 feet to a point; thence run South 83° 23' 38" West for 38.52 feet to the point of beginning.

It is further **ORDERED**, Plaintiff will relinquish all rights it has in the real property commonly known as 1107 and 1109 Springhill Ave., Mobile, AL. Further, Michael Hamade, Mary-Ann Hamade and Benjamin Loper also relinquish all rights, title, and interest they had in the Property. Title to 1107 Springhill Ave., will be vested in the name of Michael Meeks.

1107 & 1109 Springhill Avenue will be one parcel commonly known as 1107 Springhill Avenue with the following legal description:

1107 Springhill Ave., Mobile AL

Commencing at the Southwest intersection of Springhill Ave and Hallett Street run North 72° 15' 25" West along the South line of Springhill Ave 144.14 feet to the point of beginning of the property herein described; thence South 05° 38' 49" West 286.85 feet to a point; thence run North 79° 33' 20" West for 42.14 feet to a point; thence run North 81° 37' 16" West for 36.84 feet to a point; thence run North 06° 09' 02" East for 297.92 feet to a point on the South ROW line of Springhill Ave; thence run South 72° 15' 25" East with the South ROW line of Springhill Ave 77.90 feet to the point of beginning.

This Order shall be recorded with the Judge of Probate for Mobile County, Alabama, along with the survey prepared by Paul D. Stewart and cross reference the following recorded documents:

Deed to Michael and Mary-Ann Hamade, recorded November 9, 1978, at Real Prop 1918 Pg: 0516;

Deed to Michael and Mary-Ann Hamade, recorded September 24, 1981, at Real Prop 2282 Pg: 0400;

Vendor's Lien Deed to Michael & Mary-Ann Hamade, recorded July 12, 1991, at Bk: 3744 Pg: 771.

Reverse Mortgage, recorded November 15, 2011, and recorded at Bk: 5831 Pg: 1841;

Reverse Mortgage, recorded November 15, 2011, and recorded at Bk: 6833 Pg: 1857;

Deed to Benjamin E. Loper, recorded June 15, 2017, at Bk: LR7520 Pg: 1559;

Lis Pendens, recorded September 20, 2017, at Bk: LR7556 Pg: 1649:

Warranty Deed, recorded September 27, 2022, at Instrument #: 2022062718.

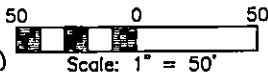
It is **ORDERED**, that any interests held by Michael Hamade, Mary-Ann Hamade, and Benjamin Loper in any of the four parcels listed above, are hereby terminated.

Lastly, it is **ORDERED** that the Mobile County Tax Assessor's office will reassess the taxes for the parcels described above.

This is a Final Order. All costs taxed as paid.

DONE this 17th day of July, 2023.

/s/ JAY A YORK
CIRCUIT JUDGE



TYPE OF SURVEY: BOUNDARY
RECORD BEARING BASED ON DEED
COLLECTED BEARING BASED ON G.P.S OBSERVATIONS

LEGEND:

P = OVERHEAD POWER LINES
PP = POWER LINE POLE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
CR1 = CAPPED REBAR IRON FOUND(BSI)
CR2 = CAPPED REBAR IRON FOUND(LOWRY)
CRS = CAPPED REBAR IRON SET
CT = CRIMP TOP IRON PIPE FOUND
OT = OPEN TOP IRON PIPE FOUND
RBR = REBAR FOUND
CMT = CONCRETE MONUMENT FOUND
NIS = NO IRON SET

5/8" CAPPED REBAR SET ON ALL PROPERTY CORNERS UNLESS NOTED.

DESCRIPTION:

PARCEL 1

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72°15'25" WEST ALONG THE SOUTH LINE OF SPRING HILL AVENUE 144.14 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 05°38'49" WEST 286.85 FEET TO A POINT; THENCE RUN NORTH 79°33'20" WEST FOR 42.14 FEET TO A POINT; THENCE RUN NORTH 81°37'16" WEST FOR 36.84 FEET TO A POINT; THENCE RUN NORTH 06°09'02" EAST FOR 297.92 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 72°15'25" EAST WITH THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE 77.90 FEET TO THE POINT OF BEGINNING;

PARCEL 2

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72°15'25" WEST ALONG THE SOUTH LINE OF SPRING HILL AVENUE 269 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 05°28'38" WEST 232.06 FEET TO A POINT; THENCE RUN SOUTH 05°56'33" WEST FOR 73.64 FEET TO A POINT; THENCE RUN SOUTH 81°37'16" EAST FOR 43.03 FEET TO A POINT; THENCE RUN NORTH 06°09'02" EAST FOR 297.92 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN NORTH 72°15'25" WEST WITH THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE 46.95 FEET TO THE POINT OF BEGINNING.

PARCEL 3

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72°15'25" WEST ALONG THE SOUTH LINE OF SPRING HILL AVENUE 269 FEET TO A POINT; THENCE SOUTH 05°28'38" WEST 232.06 FEET TO A POINT THAT IS THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 05°56'33" WEST FOR 73.64 FEET TO A POINT; THENCE RUN SOUTH 07°11'09" WEST FOR 157.51 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OAK STREET; THENCE RUN NORTH 84°32'27" WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF OAK STREET 44.16 FEET TO A POINT; THENCE RUN NORTH 08°10'50" EAST FOR 232.11 FEET TO A POINT; THENCE RUN SOUTH 83°23'38" WEST FOR 38.52 FEET TO THE POINT OF BEGINNING.

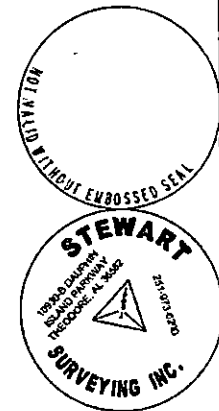
SURVEYOR'S CERTIFICATE - SIGNED BY OWNERS

I, PAUL D. STEWART, A REGISTERED LAND SURVEYOR (ALABAMA, REG. NO. 30357) 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.

PAUL D. STEWART, ALA. REG. NO. 30357

THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE.

DRAWN BY: JAS	SCALE: 1" = 50'	REVISIONS	PROJECT	SHT. NAME	SHT. NO.
FIELD DATE: 06-07-23	S-T-R: SEC 22 T4S R1W				1
DWG. NO.: 2305-014	CLIENT: MCCALL RAYMER LEISERT PIERCE				1
APPROVED BY: DGE	DRAWING DATE: 06-13-23				



A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1111 Springhill Avenue, f/k/a 1110 Oak Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1111 Springhill Avenue, f/k/a 1110 Oak Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1111 Springhill Avenue, f/k/a 1110 Oak Street** to be \$8,700.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: \$8,700.00 shall constitute a special assessment against the property at structure **1111 Springhill Avenue, f/k/a 1110 Oak Street** and being that property more particularly described as follows:

COMG AT NW COR OF OAK & HALLETT STS TH RUN W 300 FT (S) TO POB TH CONT W 44.22 FT TH NLY 227 FT(S) TH E 38.53 FT TH N 225.1 FT TH ELY 54.08 FT TH S 100 FT TH SE 35 FT TH N 100 FT TH E 35 FT TH S 275 FT(S) TH W 126 FT TH S 227 FT(S) TO POB #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel No.: 29 06 40 0 009 083.009

Owner: NATIONSTAR MORTGAGE LLC
PO BOX 619081
DALLAS TX 75261-9741

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 28, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1111 Springhill Avenue, f/k/a 1110 Oak Street**, for the proposed amount of **\$18,500.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

April 25, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-139-21

LOCATION:
1111 Springhill Avenue/FKA 1110 Oak Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: Commencing at the Southwest intersection of Springhill Ave. and Hallett Street. Run North 72° 15' 25" West along the South line of Spring Hill Avenue 269 feet to the point of beginning of the property herein described; thence South 05° 28' 38" West 232.06 feet to a point; thence run South 05° 56' 33" West for 73.64 feet to a point; thence run South 81° 37' 16" East for 4303 feet to a point; thence run North 06° 09' 02" East for 297.92 feet to a point on the South Right of Way line of Springhill Avenue; thence run North 72° 15' 25" West with the South right of way line of Springhill Avenue 46.95 feet to the point of beginning.

Commencing at the Southwest intersection of Springhill Ave and Hallett Street run North 72° 15' 25" West along the South line of Springhill Ave 269 feet to a point; thence South 05° 28' 38" West 232.06 feet to a point that is the point of beginning of the property herein described; thence run south 05° 56' 33" West for 73.64 feet to a point; thence run South 07° 11' 09" West for 157.51 feet to appoint on the North ROW line of Oak Street; thence run North 84° 32' 27" West and along the North ROW line of Oak Street 44.16 feet to a point; thence run North 08° 10' 50" East for 232.11 feet to a point; thence run South 83° 23' 38" West for 38.52 feet to the point of beginning.

Parcel Number: 0229 06 40 0 009 083.009

Amount: ~~\$ 8,500.00~~ \$8,700.00

Assessed: NATIONSTAR MORTGAGE LLC
PO BOX 619081
DALLAS, TX 75261-9741

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,



Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member William Carroll, file copy



AlaFile E-Notice

02-CV-2016-901920.00

Judge: JAY A YORK

To: MCNAIR MICHAEL STEPHEN
msm@mcnairlawyer.com

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

NATIONSTAR MORTGAGE LLC ETC VS MICHAEL HAMADE ET AL
02-CV-2016-901920.00

A court action was entered in the above case on 7/17/2023 2:46:37 PM

ORDER

[Filer:]

Disposition: GRANTED
Judge: JAY
Notice Date: 7/17/2023 2:46:37 PM

SHARLA KNOX
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
CIRCUIT CIVIL DIVISION
205 GOVERNMENT STREET
MOBILE, AL, 36644

251-574-8420
charles.lewis@alacourt.gov

1110 Oak Street, Mobile, AL

Commencing at the Southwest intersection of Springhill Ave and Hallett Street run North 72° 15' 25" West along the South line of Springhill Ave 269 feet to a point; thence South 05° 28' 38" West 232.06 feet to a point that is the point of beginning of the property herein described; thence run south 05° 56' 33" West for 73.64 feet to a point; thence run South 07° 11' 09" West for 157.51 feet to appoint on the North ROW line of Oak Street; thence run North 84° 32' 27" West and along the North ROW line of Oak Street 44.16 feet to a point; thence run North 08° 10' 50" East for 232.11 feet to a point; thence run South 83° 23' 38" West for 38.52 feet to the point of beginning.

It is further **ORDERED**, Plaintiff will relinquish all rights it has in the real property commonly known as 1107 and 1109 Springhill Ave., Mobile, AL. Further, Michael Hamade, Mary-Ann Hamade and Benjamin Loper also relinquish all rights, title, and interest they had in the Property. Title to 1107 Springhill Ave., will be vested in the name of Michael Meeks.

1107 & 1109 Springhill Avenue will be one parcel commonly known as 1107 Springhill Avenue with the following legal description:

1107 Springhill Ave., Mobile AL

Commencing at the Southwest intersection of Springhill Ave and Hallett Street run North 72° 15' 25" West along the South line of Springhill Ave 144.14 feet to the point of beginning of the property herein described; thence South 05° 38' 49" West 286.85 feet to a point; thence run North 79° 33' 20" West for 42.14 feet to a point; thence run North 81° 37' 16" West for 36.84 feet to a point; thence run North 06° 09' 02" East for 297.92 feet to a point on the South ROW line of Springhill Ave; thence run South 72° 15' 25" East with the South ROW line of Springhill Ave 77.90 feet to the point of beginning.

This Order shall be recorded with the Judge of Probate for Mobile County, Alabama, along with the survey prepared by Paul D. Stewart and cross reference the following recorded documents:

Deed to Michael and Mary-Ann Hamade, recorded November 9, 1978, at Real Prop 1918 Pg: 0516;

Deed to Michael and Mary-Ann Hamade, recorded September 24, 1981, at Real Prop 2282 Pg: 0400;

Vendor's Lien Deed to Michael & Mary-Ann Hamade, recorded July 12, 1991, at Bk: 3744 Pg: 771.

Reverse Mortgage, recorded November 15, 2011, and recorded at Bk: 5831 Pg: 1841;

Reverse Mortgage, recorded November 15, 2011, and recorded at Bk: 6833 Pg: 1857;

Deed to Benjamin E. Loper, recorded June 15, 2017, at Bk: LR7520 Pg: 1559;

Lis Pendens, recorded September 20, 2017, at Bk: LR7556 Pg: 1649:

Warranty Deed, recorded September 27, 2022, at Instrument #: 2022062718.

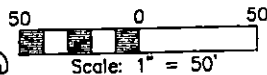
It is **ORDERED**, that any interests held by Michael Hamade, Mary-Ann Hamade, and Benjamin Loper in any of the four parcels listed above, are hereby terminated.

Lastly, it is **ORDERED** that the Mobile County Tax Assessor's office will reassess the taxes for the parcels described above.

This is a Final Order. All costs taxed as paid.

DONE this 17th day of July, 2023.

/s/ JAY A YORK
CIRCUIT JUDGE



TYPE OF SURVEY: BOUNDARY
RECORD BEARING BASED ON DEED
COLLECTED BEARING BASED ON G.P.S OBSERVATIONS

LEGEND:

P = OVERHEAD POWER LINES
PP = POWER LINE POLE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
CR1 = CAPPED REBAR IRON FOUND(BSI)
CR2 = CAPPED REBAR IRON FOUND(LOWRY)
CRS = CAPPED REBAR IRON SET
CT = CRIMP TOP IRON PIPE FOUND
OT = OPEN TOP IRON PIPE FOUND
RBR = REBAR FOUND
CMT = CONCRETE MONUMENT FOUND
NIS = NO IRON SET

5/8" CAPPED REBAR SET ON ALL PROPERTY CORNERS UNLESS NOTED.

DESCRIPTION:

PARCEL 1

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72°15'25" WEST ALONG THE SOUTH LINE OF SPRING HILL AVENUE 144.14 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 05°38'49" WEST 286.85 FEET TO A POINT; THENCE RUN NORTH 79°33'20" WEST FOR 42.14 FEET TO A POINT; THENCE RUN NORTH 81°37'16" WEST FOR 36.84 FEET TO A POINT; THENCE RUN NORTH 06°09'02" EAST FOR 297.92 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 72°15'25" EAST WITH THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE 77.90 FEET TO THE POINT OF BEGINNING;

PARCEL 2

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72°15'25" WEST ALONG THE SOUTH LINE OF SPRING HILL AVENUE 269 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 05°28'38" WEST 232.06 FEET TO A POINT; THENCE RUN SOUTH 05°56'33" WEST FOR 73.64 FEET TO A POINT; THENCE RUN SOUTH 81°37'16" EAST FOR 43.03 FEET TO A POINT; THENCE RUN NORTH 06°09'02" EAST FOR 297.92 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN NORTH 72°15'25" WEST WITH THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE 46.95 FEET TO THE POINT OF BEGINNING.

PARCEL 3

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72°15'25" WEST ALONG THE SOUTH LINE OF SPRING HILL AVENUE 269 FEET TO A POINT; THENCE SOUTH 05°28'38" WEST 232.06 FEET TO A POINT THAT IS THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 05°56'33" WEST FOR 73.64 FEET TO A POINT; THENCE RUN SOUTH 07°11'09" WEST FOR 157.51 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OAK STREET; THENCE RUN NORTH 84°32'27" WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF OAK STREET 44.16 FEET TO A POINT; THENCE RUN NORTH 08°10'50" EAST FOR 232.11 FEET TO A POINT; THENCE RUN SOUTH 83°23'38" WEST FOR 38.52 FEET TO THE POINT OF BEGINNING.

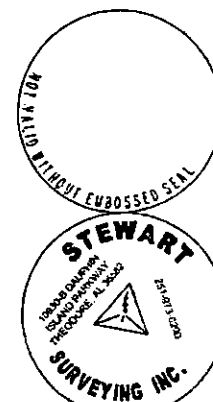
SURVEYOR'S CERTIFICATE - SIGNED BY OWNERS

I, PAUL D. STEWART, A REGISTERED LAND SURVEYOR (ALABAMA, REG. NO. 30357) 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.

PAUL D. STEWART, ALA. REG. NO. 30357

THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE.

DRAWN BY: JAS	SCALE: 1" = 50'	REVISIONS	PROJECT	SHT. NAME	SHT. NO.
FIELD DATE: 06-07-23	S-T-R: SEC 22 T4S R1W				1/1
DWG. NO.: 2305-014	CLIENT: MCCALL RAYMER LDBERT PIERCE				
APPROVED BY: PDS	DRAWING DATE: 06-13-23				





CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Attached to this memo is an agreement between the State of Alabama and the City of Mobile, allowing us to accept receive federal funds in the amount of \$4,159,950.40 for the project titled "Innovating St. Louis Street: Mobile's Technology Corridor," which includes the resurfacing, rehabilitation and restoration of St. Louis Street from N. Broad Street to Water Street. The City of Mobile will provide match of \$1,039,737.60 from previously allocated funds.

These funds will be used to complete the design and reconstruct infrastructure on a 17 block stretch of St. Louis Street in downtown Mobile. The project includes the design and reconstruction of the road bed, adjacent, and subsurface infrastructure within the St. Louis Street right-of-way. The planning, design, and reconstruction of existing utility, streetscape, roadway, and storm drainage infrastructure along St. Louis Street will be a significant milestone for the City of Mobile. Comprehensively, this initiative correlates with broader objectives for fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area.

Amount of Contract:

\$4,159,950.40

Funding Source

Agreement with State of Alabama

ATTACHMENTS:

1. Cover Letter
2. Resolution
3. Agreement

REVIEWERS:

Lana Gauthier

Lana Gauthier



June 12, 2024

To Whom It May Concern:

Attached to this memo is an agreement between the State of Alabama and the City of Mobile, allowing us to accept receive federal funds in the amount of \$4,159,950.40 for the project titled "Innovating St. Louis Street: Mobile's Technology Corridor," which includes the resurfacing, rehabilitation and restoration of St. Louis Street from N. Broad Street to Water Street. The City of Mobile will provide match of \$1,039,737.60 from previously allocated funds.

These funds will be used to complete the design and reconstruct infrastructure on a 17 block stretch of St. Louis Street in downtown Mobile. The project includes the design and reconstruction of the road bed, adjacent, and subsurface infrastructure within the St. Louis Street right-of-way. The planning, design, and reconstruction of existing utility, streetscape, roadway, and storm drainage infrastructure along St. Louis Street will be a significant milestone for the City of Mobile. Comprehensively, this initiative correlates with broader objectives for fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area.

We look forward to continued communication on this important RESTORE-funded project. Please call me with questions at 251-208-7199 or email me at Jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

WHEREAS, the Mayor and City Clerk, and they hereby are authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile in order to accept and receive the federal funds in the amount of \$4,158,950.40 from the State of Alabama for implementation the project titled "Innovating St. Louis Street: Mobile's Technology Corridor," a resurfacing, restoration and rehabilitation of St. Louis from N. Broad Street to Water Street. The City of Mobile will provide match in the amount of \$1,039,737.60.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant and to provide any information required by the State of Alabama or any other federal agency. The agreement, together with the exhibits, shall be filed with the city clerk after award and execution.

Adopted:

City Clerk

**CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF MOBILE
Mobile County**

**Project No. STPMB-4924()
CPMS Ref# 100078621**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mobile, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the resurfacing, restoration, and rehabilitation of St. Louis St. from N. Broad St. to Water St. in the City of Mobile; Project# STPMB-4924(); CPMS Ref# 100078621.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$4,158,950.40 Federal funds unless the Mobile Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Mobile Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Mobile Area Dedicated)	\$ 4,158,950.40
City Funds	\$ 1,039,737.60

TOTAL (Incl CE&I)	\$ 5,198,688.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement.

The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. 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.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Mobile, Alabama

By: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Mayor

This contract has been legally reviewed and approved as to form.

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Matthew J. Ericksen, P.E.
Southwest Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER_____

BE IT RESOLVED, by the City of Mobile as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Resurfacing, restoration, and rehabilitation of St. Louis St. from N. Broad St. to Water St. in the City of Mobile; Project# STPMB-4924(); CPMS Ref# 100078621.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____day of _____, 20_____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_____day of _____, 20_____.

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 - 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H
Page 4

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

Page 5

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for annual renewal of Cisco malware and network security protection software and support services for MIT

Amount of Contract:

\$73,050.81

Funding Source

ATTACHMENTS:

1. 20240613 CDW Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 25 June 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to CDW Government LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CDW Government LLC for annual renewal of Cisco
malware and network security protection software and support services for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$73,050.81

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software; Sourcewell cooperative purchasing agreement, not on state contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10431</u>	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF CISCO MALWARE AND NETWORK SECURITY PROTECTION SOFTWARE AND SUPPORT SERVICES FOR MIT (BID EXEMPT AS SOFTWARE; SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$73,050.81	<u>(272932) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010431-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/24	272932	06/13/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	PER SOURCEWELL 081419-CDW TECH CATALOG - SOFTWARE ITEM: Cisco Advanced Malware Protection for Endpoints Advantage license 10 li Supplier Part No: 6006896 Manufacturer Part No: E2SF-P-AMP-ADV-10 Manufacturer Name: Cisco Subscription Supplier Quote No: 37159:NXHG138 NIGP: UNSPSC: 43000000	185.00 EACH	154.00000	28490.00
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1	1000.10.23.5000.5000.5000.0000.0000.42115.			28490.00
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	ITEM: Cisco Software Support Service Enhanced technical	1.00 EACH	9297.81000	9297.81
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010431-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/24	272932	06/13/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	support for Cisco Adv Supplier Part No: 5646767 Manufacturer Part No: SVS-EA2-AMPE-SUP-E-50K Manufacturer Name: Cisco Subscription Supplier Quote No: 37159:NXHG138 NIGP: UNSPSC: 43000000			9297.81
	1000.10.23.5000.5000.5000.0000.0000.42115. Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	ITEM: Cisco Duo Security Standard Access license 1 license Supplier Part No: 6046647 Manufacturer Part No: E2SF-DUO-ACCESS Manufacturer Name: Cisco Subscription Supplier Quote No: 37159:NXHG138 NIGP: UNSPSC: 43000000	310.00 EACH	50.00000	15500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010431-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/24	272932	06/13/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42115.			15500.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	ITEM: Cisco Cloud Email Security Essential license 1 license Supplier Part No: 6939899 Manufacturer Part No: E2SF-E-CES-ESS-10 Manufacturer Name: Cisco Subscription Supplier Quote No: 37159:NXHG138 NIGP: UNSPSC: 43000000	205.00 EACH	75.00000	15375.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			15375.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010431-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/24	272932	06/13/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	ITEM: Cisco Software Support Service Enhanced technical support for Cisco Ema Supplier Part No: 5646762 Manufacturer Part No: SVS-EA2-ESA-SUP-E-10K Manufacturer Name: Cisco Subscription Supplier Quote No: 37159:NXHG138 NIGP: UNSPSC: 43000000	1.00 EACH	4388.00000	4388.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			4388.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010431-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 5
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/24	272932	06/13/24			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

[Requisition Link](#)

Requisition Total 73050.81

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	73050.81	660881.46
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	06/13/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	06/13/24	SCOTT KEARNEY	
Approved	06/13/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	06/13/24	DONALD ROSE	Approved by: 9105fo1a
Approved	06/13/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	06/13/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	06/13/24	SAMANTHA COOLEY	Auto approved by: 910516727

=====	=====
Bill To	Requisition 00010431-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 6
=====	=====

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/13/24	272932	06/13/24			INFORMATION TECHNOLOGY
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/13/24 JOHN PAINE		Auto approved by: 910516727	
Approved	06/13/24 MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

CDWG

Technology Products and Services

#121923-CDW

Maturity Date: 2/27/2028

Website: cdwg.com/sourcewellSourcewell
Awarded Contract

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)[Forgot username or password?](#)[Setup Buy Sourcewell access](#)

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 121923-CDW gives access to the following types of goods and services:

- Hardware & software
- Cloud offerings
- Technology solutions
- Professional services
- Managed services
- Cyber & physical security
- Project management
- Data center transformation
- Amplified services
- Configuration services
- Digital velocity solutions

Locate your local dealer or representative

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)[eZIQC Contracts](#)

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Sourcewell

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



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

Rachel Laurie Riddle
Chief Examiner

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,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:

To approve issuance of purchase order to Dana Safety Supply Inc for upfitting of 3 K9, 18 SWAT/Investigative Services, and 38 Supervisor Chevrolet Tahoe PPV SUVs for MPD. Motor Pool Capital.

Amount of Contract:

\$707,548.78

Funding Source

See Requisitions

ATTACHMENTS:

1. 20240620 Dana Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 25 June 2024 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Dana Safety Supply Inc for upfitting of 3 K9, 18
SWAT/Investigative Services, and 38 Supervisor Chevrolet Tahoe PPV SUVs for MPD.
Motor Pool Capital.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$707,548.78

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>8912, 9032, 9036</u>	2024	(F7000) MOTOR POOL	UPFITTING OF 3 K9, 18 SWAT/INVESTIGATIONS, AND 38 SUPERVISOR CHEVROLET TAHOE PPV SUVS FOR MPD (AL STATE CONTRACT)	\$707,548.78	<u>(290980) DANA SAFETY SUPPLY INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008912-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/09/24	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	SUPERVISOR UPFITTING FOR 38 2024 CHEVROLET TAHOES AS PER DANA SAFETY QUOTE 532175-E DATED 5-30-2024 AS PERSTATE OF ALABAMA CONTRACT MA23000004209 Additional Description Notes	38.00 EACH	12800.03000	486401.14

SUPERVISOR UPFITTING FOR 38 2024 CHEVROLET TAHOES. SEE ATTACHMENTS
AS REQUESTED BY 1530-PD

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.	486401.14
---	--	-----------

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	486401.14
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***** Project Ledger Summary Section *****

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008912-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
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Page 2

Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/09/24	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Account		Amount	Remaining Budget
E	MP01530 .VEHICLEEXP.		486401.14	2670840.21

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	486401.14	11181233.50
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	05/10/24	CHARLES SUMRALL	
Approved	05/13/24	SHONNDA SMITH	Auto approved by: 910518787
Approved	05/13/24	CHERI BOUCHER	Approved
Approved	06/20/24	DONALD ROSE	Auto approved by: 9105paij
Approved	06/20/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/20/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/20/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/20/24	JOHN PAINE	
Approved	06/20/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009032-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved
--	--

Page 1

Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/24	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	K9 UPFITTING FOR 3 2024 CHEVROLET TAHOES AS SA PER DANA SAFETY QUOTE 530183-C DATED 5-30-2024. AS PER STATE OF ALABAMA EMERGENCY VEHICLE LIGHTING CONTRACT MA230000004209 Additional Description Notes ----- K9 UPFITTING FOR 3 2024 CHEVROLET TAHOES AS FOLLOWS: 6J7 FLASHER, 6J3 GRILLE WIRING, 6J4 HORN SIREN CIRCUIT WIRING, WHELEN ARGES SPOTLIGHT, 6C7 INTERIOR DOME LAMP,	3.00 EACH	10530.84000	31592.52

1 7000.40.20.0000.0000.2070.0000.0000.47010. E MP01530 .CAPEQUIPMT.	31592.52
--	----------

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	31592.52
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009032-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved
--	--

Page 2

Vendor
 DANA SAFETY SUPPLY INC
 4809 KOGER BLVD

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

GREENSBORO, NC 27407

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#850-624-7173
 Fax 800-375-8347

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/24	290980				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

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

Account	Amount	Remaining Budget
E MP01530 .CAPEQUIPMT.	31592.52	2670840.21

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47010.	31592.52	11181233.50
MOTOR POOL EXP	EQUIPMENT (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	05/14/24	CHARLES SUMRALL	PD units
Approved	05/15/24	SHONNDA SMITH	Auto approved by: 910518787
Approved	05/15/24	CHERI BOUCHER	Approved
Approved	06/20/24	DONALD ROSE	Auto approved by: 9105paij
Approved	06/20/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/20/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/20/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/20/24	JOHN PAINE	
Approved	06/20/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
 Signature

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009036-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved Page 1
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Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/24	290980				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 SWAT AND ID UPFITTING FOR 18 2024 CHEVROLET TAHOES AS PER DANA SAFETY QUOTE 530183-C DATED 5-30-2024 AS PER STATE OF ALABAMA CONTRACT MA23000004209 Additional Description Notes	18.00 EACH	10530.84000	189555.12

SWAT AND ID UPFITTING FOR 18 2024 CHEVROLET TAHOES AS FOLLOWS: 6J7 FLASHER, 6J3 GRILLE WIRING, 6J4 HORN SIREN CIRCUIT WIRING, WHELEN ARGES SPOTLIGHT, 6C7 INTERIOR DOME LAMP			

1 7000.40.20.0000.0000.2070.0000.0000.47010. E MP01530 .CAPEQUIPMT.	189555.12
--	-----------

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	189555.12
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009036-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved
---	---

Page 2

Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/24	1290980				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****			
Account		Amount	Remaining Budget
E MP01530 .CAPEQUIPMT.		189555.12	2670840.21

***** General Ledger Summary Section *****			
Account		Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47010.		189555.12	11181233.50
MOTOR POOL EXP		EQUIPMENT (GREATER \$5000)	

***** Approval/Conversion Info *****			
Activity	Date	Clerk	Comment
Approved	05/14/24	CHARLES SUMRALL	PD units
Approved	05/15/24	SHONNDA SMITH	Auto approved by: 910518787
Approved	05/15/24	CHERI BOUCHER	Approved
Approved	06/20/24	DONALD ROSE	Auto approved by: 9105paij
Approved	06/20/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/20/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/20/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/20/24	JOHN PAINE	
Approved	06/20/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____

Signature



Contract: MA23000004209 - Statewide Emergency Lighting - Dana Safety



Dana Safety Supply, Inc.	MA23000004209
Linked Solicitation	Sourcing Number
Emergency Lighting, Consoles, Guards & Vaults Bid	SRC0000016881

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173
1 Result(s)			

Supplier Contact

First name	Last name	Email	Phone
Mark	Sevigny	bids@danasaftysupply.com	813-348-4866
1 Result(s)			

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date	End Date
9/7/2023	9/6/2024

Documents

- State of Alabama Emergency Lighting Contract Executive Summary.pdf
- Master_Agreement_V1.pdf

Items

Item Name	Product Code	UOM
Code 3 Emergency Lighting	1	0.00 USD
Code 3 Emergency Lighting	2	68.75 Hour
Code 3 Emergency Lighting Shop Supplies	3	0.00 USD
Fenixx Emergency Lighting	7	0.00 USD
Fenixx Emergency Lighting Labor Rate	8	68.75 Hour
Fenixx Lighting Shop Supplies	9	0.00 USD
Go-Rhino Emergency Lighting	10	0.00 USD
Go-Rhino Emergency Lighting Labor Rate	11	68.75 Hour
Go-Rhino Lighting Shop Supplies	12	0.00 USD
Havis Emergency Lighting	13	0.00 USD
Havis Emergency Lighting Labor Rate	14	68.75 Hour
Havis Lighting Shop Supplies	15	0.00 USD
Pro-Gard Emergency Lighting	16	0.00 USD
Pro-Gard Emergency Lighting Labor Rate	17	68.75 Hour
Pro-Gard Lighting Shop Supplies	18	0.00 USD
Soundoff Signal Emergency Lighting	19	0.00 USD
Soundoff Signal Lighting Labor Rate	20	68.75 Hour
Soundoff Signal Lighting Shop Supplies	21	0.00 USD
Star Signal Emergency Lighting	22	0.00 USD
Star Signal Lighting Labor Rate	23	68.75 Hour
Star Signal Lighting Shop Supplies	24	0.00 USD
Gamber Johnson Products	31	0.00 USD
Gamber Johnson Labor Rate	32	68.75 Hour
Gamber Johnson Shop Supplies	33	0.00 USD
Westin Products	34	0.00 USD
Westin Labor Rate	35	68.75 Hour
Westin Shop Supplies	36	0.00 USD
Jotto Desk Products	37	0.00 USD
Jotto Desk Labor Rate	38	68.75 Hour
Jotto Desk Shop Supplies	39	0.00 USD
Shipping/Freight	43	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:

To approve issuance of purchase order to Graybar Electric Co Inc for 10 Hapco round, tapered, direct-bury aluminum light poles with arms for Traffic Engineering.
General fund.

Amount of Contract:

\$30,071.40

Funding Source

See Requisition

ATTACHMENTS:

1. 20240620 Graybar Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 25 June 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Graybar Electric Co Inc for 10 Hapco round, tapered,
direct-bury aluminum light poles with arms for Traffic Engineering.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$30,071.40

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>9575</u>	2024	(2060) TRAFFIC ENGINEERING	10 HAPCO ROUND, TAPERED, DIRECT-BURY ALUMINUM LIGHT POLES WITH ARMS FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$30,071.40	<u>(75199)</u> <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009575-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/24	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

002	AS PER OMNIAPARTERS EV2370 MASTER AGREEMENT AND YOUR QUOTE 0246296509 HAPCO CO RTA35E8BET18-01 ROUND TAPERED ALUMINUM POLE WITH ARMS RTA SINGLE TRUSS #DIRECT BURIED 35 FOOT MOUNT HT 8 INCHES BUTT DIA, 8 FOOT ARM, SATIN AL Vendor Item	10.00 EACH	2785.45000	27854.50
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1	2000.80.00.0000.0000.0000.0000.47010. E C0472 .CAPEQUIPMT.			27854.50
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Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

003	HAPCO CO SK0PP69757-C 45 FOOT	10.00	4840.53000	48405.30
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009575-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/24	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	SHAFT LENGTH TAPERED ALUM TUBE 14 FOOT 9 INCH ARM REACH, BASE 10 INCH DIA, WITH ANCHER BOLTS, NUTS AND WASHERS Vendor Item			

2000.80.00.0000.0000.0000.0000.47010. E C0472 .CAPEQUIPMT.	48405.30
---	----------

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total	76259.80
-------------------	----------

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

Account	Amount	Remaining Budget
E C0472 .CAPEQUIPMT.	76259.80	1685.82

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.		

Graybar

Electrical, Lighting, Data Communications and Security

OMNIA Partners works to connect members to collective buying power. Graybar's contracts provides agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This contract allows your organization to maximize savings on the products you need while reducing procurement time.

Click Your Industry

Education | Government

Nonprofit

Corporate | Enterprise

Private Equity

Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

OMNIA Partners works to connect the public sector to collective buying power. Our Graybar cooperative contract provides public sector agencies with cost-saving solutions for any data/communication,



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Accept

Decline

• **Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions**
City of Kansas City, MO | EV2370

[VIEW CONTRACT DOCUMENTATION](#)

[CONTACT US](#)

Graybar Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO
Contract Number: EV2370

February 1, 2018 to January 31, 2023
Option to renew for three (3) additional two-year periods through January 31, 2029
RENEWED THROUGH January 31, 2025

Executive Summary

- Executive Summary
- Uniform Guidance
- AZ Compliance Questionnaire

Master Agreement Documents

- EV2370 Master Agreement Graybar
- New Jersey Disclosure
- Contract Amendment
- Notice of Intent to Renew
- Contract Renewal

Solicitation Process

- EV2370 RFP
- EV2370 RFP Postings

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



5001 Aspen Grove Drive
Franklin, TN 37067

OMNIA
PARTNERS

info@omniapartners.com
(866) 875-3299

[BECOME A MEMBER](#)



[Privacy Policy](#) | [Terms of Use](#)

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 Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 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.

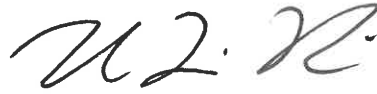
Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such 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 Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

*****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,

A handwritten signature in black ink, appearing to read "RLR", with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. St. Louis_3
2. St_Louis_2
3. St_Louis_1

REVIEWERS:

Lana Gauthier

Lana Gauthier



June 13, 2024

To Whom It May Concern:

Attached to this memo is a resolution to transfer the sum of \$79,737.60 from capital project C0322 to project G-STLOUIS. This will allow the correct match amount be allocated for a forthcoming federal funding agreement in the amount of \$4,159,950.40 for the project titled "Innovating St. Louis Street: Mobile's Technology Corridor." The City of Mobile will provide a match of \$1,039,737.60 from this capital account and a previous 2022 stormwater fee allocation of \$960,000.

These federal funds will be used to complete the design and reconstruct infrastructure on a 17 block stretch of St. Louis Street in downtown Mobile. The project includes the design and reconstruction of the road bed, adjacent, and subsurface infrastructure within the St. Louis Street right-of-way. The planning, design, and reconstruction of existing utility, streetscape, roadway, and storm drainage infrastructure along St. Louis Street will be a significant milestone for the City of Mobile. Comprehensively, this initiative correlates with broader objectives for fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area.

We look forward to continued communication on this important RESTORE-funded project. Please call me with questions at 251-208-7199 or email me at Jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene', is written over a horizontal line.

Jennifer Greene
Director, Programs and Project Management
Public Works

R E S O L U T I O N

Sponsored by: Mayor Stimpson,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$79,737.60 be transferred from capital project C0322 (20002000.94070) St. Louis St Streetscapes to project G-STLOUIS: Innovating St. Louis Street (50235023.93030). These funds will be reallocated and used as match for a funding agreement with ALDOT.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 06/13/2024

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 79,737.60

FROM CAPITAL PROJECT#: C0322

CAPITAL PROJECT NAME: ST. LOUIS ST STREETSCAPES

DEPT. PROJECT#: 2045

TO GRANT FUND PROJECT#: G-STLOUIS

PROJECT NAME: INNOVATING ST. LOUIS STREET

ACCT PROJECT STRING#: G-STLOUIS.FROMCAP


Employee signature

Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Johns and Kirksey roofing

REVIEWERS:

Lana Gauthier

Lana Gauthier

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. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Johns and Kirksey Inc.

Project Name: Traffic Division (Old 1st Precinct) - Roofing Improvements

Project Number: BG-064E-21

Amount: \$18,500.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: **Traffic Division (Old 1st Precinct) - Roofing Improvements**

CAPITAL PROJECT #: **C0963 (20002000-48010)**

CONTRACT AMOUNT: **\$18,500.00** DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: **BG-064E-21**

PROJECT DESCRIPTION: **selective removal and repair/replacement of two roof hatch covers and other minor miscellaneous roofing repairs**

VENDOR NAME: **Johns and Kirksey Inc.**

VENDOR NUMBER: **299130**

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: **05/31/2024**

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)

This Agreement made and entered into this_____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Contractor: Johns and Kirksey, Inc.
5424 Metro Park Drive
Tuscaloosa, AL 35405

City Business License No.:129041
Secretary of State Registration No.: 000-104-098

For the following Project: Traffic Division (Old 1st Precinct and Motorpool) – Roofing Improvements
850 Virginia Street
Mobile, Alabama 36603

Project Number: BG-064E-21

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR’S SERVICE

1.1 The Contractor’s Services consist of those described in the Scope of Work which is attached hereto as “Exhibit A” and is hereby incorporated as a part of this Agreement and as provided in the Bid documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Eighteen Thousand Five Hundred and no/100 Dollars (\$18,500.00) which includes a Contingency Allowance of Two Thousand and no/100 (\$2,000.00).

1.2 If Additional Services are required due to circumstances beyond the Contractor’s control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor’s notice shall include a description of the circumstances justifying the “Additional Services” and a proposal to provide the Services.

1.3 ALLOWANCE

- 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. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials, and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.
- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

- 2.1 The Owner's 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 Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within Ninety (90) calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings, or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.
- 3.5 LIQUIDATED DAMAGES
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 incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be

deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

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

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

B. Comprehensive General Liability Insurance

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing the following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

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

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

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

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

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

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

- 3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- 3.8 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless the City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.
- 3.9 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.
- 3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.11 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. The 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.

- 3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with 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 and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.
- 3.13 METHOD OF PAYMENT: Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
- 3.14 TERMINATION OF CONTRACT: The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director Of Real Estate Asset Management. 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.
- 3.15 All notices of cancellation, requests, demands or other communications to Owner shall be in writing duly delivered to the following address for the City:

City of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: NAME: Johns and Kirksey, Inc.
ADDRESS: 5424 Metro Park Drive, Tuscaloosa, AL 35405

3.16 RETAINAGE

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:

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.

The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.17 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars (\$50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Johns and Kirksey, Inc. has completed the contract for the Traffic Division (Old 1st Precinct and MotorPool) – Roofing Improvements, BG-064E-21, 850 Virginia Street, Mobile, Alabama 36603. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a five (5) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Bid Documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Bid documents dated March 13, 2024, as prepared by TAG/The Architects Group, Inc. and the City of Mobile Architectural Engineering Department;
2. Addendum No 2, dated 4/11/2024 and Addendum No 1, dated 3/28/2024.
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 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.

7.0 NONDISCRIMINATION

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

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 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.

9.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 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.

11.0 Public Contracts with Entities 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:

CONTRACTOR: Johns & Kirksey, Inc.



By Signature

William Johns, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

Contractor: Johns & Kirksey, Inc.

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared William Johns as President of Johns & Kirksey, 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 15th day of May,
20 24.



NOTARY PUBLIC

My Commission Expires: 5.19.2027





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: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	Johns and Kirtsey, Inc.
Address	5124 Metro Park Drive, Tuscaloosa, AL 35405
Telephone	205-759-2830
E-Mail	Kwalthers@johnskirtsey.com

RFP/RFQ Solicitation Number	136-064E-21
Project Description	Traffic Division Did 1st Precinct Roofing Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☒ Minority ☐ Non-minority ☐ SDVO ☐
Total # of Employees	30

Subcontractor/Major Supplier Plan submitted by:

Printed Name: William E. Johns
Signature:  Date: 4.17.2024
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: _____ Title: _____
Email: _____ Phone: _____



205 Government Street, 5th Floor

Please Print Company Johns and Kirksey, Inc. Your Bid/Proposal Amount \$ _____ Date: _____

<u>4 / 17 / 2024</u>	<u>Description</u>
	<u>Traffic Division Bld 1st Precinct Roofing Improvements</u>

Name of Bidder/Proposer: Johns and Kirksey, Inc.

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Johns and Kirksey, Inc

Contact Person: Kris Walters Phone 256-759-2830 Email Kwalters@johns-kirksey.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
☒	☐	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
☐	☐	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
☐	☐	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☐	☐	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☐	☐	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
☐	☐	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
☐	☐	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

Could not find sufficient DBEs to provide subcontracting or supplier services.

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs.



Johns and Kirksey, Inc.	
Entity ID Number	000-104-098
Entity Type	Domestic Corporation
Principal Address	TUSCALOOSA, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Tuscaloosa County
Formation Date	05/21/1985
Registered Agent Name	JOHNS, WILLIAM E
Registered Office Street Address	5424 METRO PARK DRIVE TUSCALOOSA, AL 35405
Registered Office Mailing Address	5424 METRO PARK DRIVE TUSCALOOSA, AL 35405
Nature of Business	GENERAL CONTRACTOR
Capital Authorized	\$5,000
Capital Paid In	\$1,000
Incorporators	
Incorporator Name	JOHNS, WILLIAM E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	KIRKSEY, ROBERT G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	JOHNS, MARY N
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

Johns and Kirksey, Inc.	
	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	11/15/1985
Legal Name Changed From	John-Kirk, Inc.
Transaction Date	09/28/1987
Registered Agent Changed From	STEPHENS, MARK A SUITE 507 550 GREENSBORO AVENUE TUSCALOOSA, AL 35401
Transaction Date	10/29/1999
Registered Agent Changed From	STEPHENS, MARK A 2703 7TH STREET TUSCALOOSA, AL 35401
Transaction Date	08/07/2019
Agent Mailing Address Changed From	* Added
Transaction Date	08/07/2019
Registered Agent Changed From	JOHNS, WILLIAM E 930 HILLCREST SCHOOL ROAD TUSCALOOSA, AL 35405
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/21/1985 Certificate of Formation 7 pgs.
Document Date / Type / Pages	11/15/1985 Legal Name Change 4 pgs.
Document Date / Type / Pages	09/28/1987 Registered Agent Change 2 pgs.
Document Date / Type / Pages	10/29/1999 Registered Agent Change 1 pg.
Document Date / Type / Pages	08/07/2019 Registered Agent Change 2 pgs.

[Browse Results](#)
[New Search](#)

Company ID Number: 502629

Approved by:

Employer Johns and Kirksey, Inc.	
Name (Please Type or Print) William E Johns	Title
Signature Electronically Signed	Date 02/09/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/09/2012

Company ID Number: 502629

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Johns and Kirksey, Inc.
Company Facility Address	5424 Metro Park Drive Tuscaloosa, AL 35405
Company Alternate Address	5424 Metro Park Drive Tuscaloosa, AL 35405
County or Parish	TUSCALOOSA
Employer Identification Number	630902257
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2024

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 Pritchett-Moore Insurance 1120 Queen City Avenue PO Box 2086 Tuscaloosa AL 35403	CONTACT NAME: Carson James PHONE (A/C, No, Ext): 205-349-6557 E-MAIL ADDRESS: cjames@pritchett-moore.com FAX (A/C, No):
INSURED Johns & Kirksey, Inc. 5424 Metro Park Drive Tuscaloosa AL 35405	INSURER(S) AFFORDING COVERAGE INSURER A: State Auto Insurance INSURER B: Workers First Comp Fund INSURER C: Midwest Employers Casualty Co INSURER D: Great American, Inc. INSURER E: INSURER F:
	NAIC # 25135 23612 16691

COVERAGES**CERTIFICATE NUMBER:** 398474346**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	10157978CP	1/1/2024	1/1/2025	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 ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	10157976CA	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	10158086CU	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N	Y N/A	WCG6605540023 PPAL127200	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	Leased/Rented Equipment Blanket Builders Risk			10157978CP IMPE94294001	1/1/2024 1/31/2024	1/1/2025 1/31/2025	Any One Occurrence 25,000 Any One Project 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project no BG-064E-21, Traffic Division (Old 1st Precinct and Motorpool) - Roofing Improvements, 850 Virginia Street, Mobile, Alabama 36603
City of Mobile is included as an additional insured with respect to general liability, automobile liability, and umbrella liability on a primary and non-contributory basis as required by written contract with the named insured. A waiver of subrogation applies in favor of City of Mobile with respect to workers compensation, general liability, automobile liability, and umbrella liability as required by written contract with the named insured. 30-day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
PO Box 1827
Mobile AL 36633

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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RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA WAIVING ALL OF THE MOBILE AIRPORT AUTHORITY'S ADMINISTRATIVE, LICENSING, AND PERMITTING FEES RELATING TO THE BROOKLEY TERMINAL EXPANSION

Sponsored by: Mayor Stimpson

WHEREAS, the Mobile Airport Authority ("MAA") is in the process of a complete relocation of commercial air passenger service from the Mobile Regional Airport (MOB) to the Mobile Downtown Airport (BFM), which is located at the aerospace complex known as Brookley Aeroplex; and

WHEREAS in order to make BFM an operational and functioning airport for commercial travel, additional facilities are needed; and

WHEREAS, the MAA is in the process of constructing a terminal and related facilities at BFM (the "Project"); and

WHEREAS, the City Council of the City of Mobile (the "Council") enthusiastically supports the Project and believes that it is in the best interest of the Project to waive all administrative, licensing, and permitting fees issued by the City of Mobile (the "City") related to the Project.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNCIL, as follows:

That the Council, to the extent permitted by applicable law, hereby waives all of the respective administrative, licensing, and permitting fees or charges otherwise payable by the MAA, or any contractor retained by MAA, to the City (i) in connection with the construction of the Project or other improvements related to the Project, (ii) in connection with the Project's compliance with all applicable, local, state, and federal laws, rules, regulations, order, etc. from the commencement of the Project through the completion of the Project and (iii) any related improvements thereto.

ADOPTED:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

Lana Gauthier, Assistant City Clerk

Sponsored by:

Josh Woods, Councilmember

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Knollwood Vacation Packet_REVISED

REVIEWERS:

Lana Gauthier

Lana Gauthier

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 TO CONSIDER VACATION OF A PORTION OF A
SERVICE ROAD AND CITY RIGHT-OF-WAY
LOCATED AT KNOLLWOOD DRIVE AND MEDICAL PARK DRIVE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of a portion of a service road and City right-of-way located at Knollwood Drive and Medical Park Drive.

The adoption of such resolution will be considered by the Mobile City Council on the 25th day of June, 2024, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

RESOLUTION

WHEREAS, GK Land Holdings, LLC, an Alabama limited liability company, as the owner of all of the land abutting a portion of Medical Park Drive located in the City of Mobile, Alabama, has requested the Mobile City Council to assent to the vacation and closing by it as the owner of such portion of Medical Park Drive hereinafter described;

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that **GK Land Holdings, LLC** owns all of the land abutting along said portion of Medical Park Drive, that the same is not needed as a public road in the City of Mobile, Alabama, that the vacation of same will not deprive any other property owners of such right as such property owners may have to convenient and reasonable ingress and egress to and from such other property, and that it would be to the best interest of the Mobile City Council to vacate the same;

WHEREAS, said owner has consented to this vacation;

NOW, THEREFORE, BE IT RESOLVED, by the Mobile City Council that its assent be, and it is hereby given to **GK Land Holdings, LLC**, as owner of all of the land abutting a portion of Medical Park Drive, to the vacation and closing by it of the following described right of way, more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, by the Mobile City Council, that its assent be and the same hereby is, given to vacate and annul the herein described service road and right of way located Mobile, Alabama, subject, however, to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owners;

2. An easement is excepted from this vacation and is retained in favor of Spire Gulf, Inc. to operate and maintain its existing service line within the easement.

3. An easement is excepted from this vacation and is retained in favor of AT&T to operate and maintain its existing service line within the easement.

4. Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

DONE this _____ day of _____, 2024, at Mobile County, Alabama.

MOBILE CITY COUNCIL

By: _____
Its President

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held on the _____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand on the official seal of the Mobile City Council on this the _____ day of _____, 2024.

Mobile City Clerk

EXHIBIT A

LEGAL DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° 30' 45" WEST ALONG THE EAST LINE OF MEDICAL PARK DRIVE 245.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 00° 30' 45" WEST 75.15 FEET; THENCE NORTH 89° 50' 11" EAST 201.90 FEET; THENCE NORTH 38° 40' 45" EAST 25.81 FEET TO THE WEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTH 51° 19' 15" EAST ALONG SAID WEST LINE 75.00 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE; THENCE WESTWARDLY TO THE LEFT AND ALONG THE ARC OF SAID CURVE 39.27 FEET (CHORD: SOUTH 83° 40' 45" WEST 35.36 FEET) TO THE P.T. THEREOF; THENCE SOUTH 38° 40' 45" WEST 24.75 FEET; THENCE SOUTH 89° 50' 11" WEST 200.38 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.42 FEET (CHORD: SOUTH 44° 39' 43" WEST 35.46 FEET) TO THE POINT OF BEGINNING.

Knollwood Drive Vacation

Adjoining Properties	Tax assessor Fair Unimproved Market Value 2024	Sq. Ft.	TAXABLE VALUE / SF
Lot 1, Key No. 1470544	\$813,600.00	522,720	\$1.56
Lot 3, Key No. 1096101	\$142,100.00	68,825	\$2.06
Lot 4, Key No. 1096110	\$26,800.00	57,500	\$0.50
Totals			\$1.37

\$1.37 / SF AVERAGE x 12,845 SF TO BE VACATED)= \$17,640.47 Real Estate Department Assessment.

Byrd Surveying

2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

May 7, 2024

Lisa C. Lambert
City of Mobile Clerk
P. O. Box 1827
Mobile, AL 36633

RE: Right-of-Way Vacation

Dear Ms. Lambert:

Please find enclosed the necessary documentation to vacate a City right-of-way located at the old Knollwood Hospital site. The enclosed does contain the signatures of all of the abutting property owners, as well as a map showing all surrounding properties.

The four adjoining parcels have values as set forth below, with all information coming from the Mobile County Revenue Commissioners' Office:

Lot 1 Key #01470544
Assessed Value of Land: \$813,600
Size: 522,720 sq. ft.
Value/Square Foot: \$1.56

Lot 2 Key #01704953
Assessed Value of Land: \$255,300
Size: 5.38 acres
Value/Square Foot: \$1.09

Lot 3 Key #01096101
Assessed Value of Land: ~~\$344,100~~
Size: 68,825 sq. ft.
Value/Square Foot: \$5.00

*updated value for 2024
building was demolished.

Lot 4 Key #01096110
Assessed Value of Land: \$26,800
Size: 57,500 sq. ft.
Value/Square Foot: \$0.50

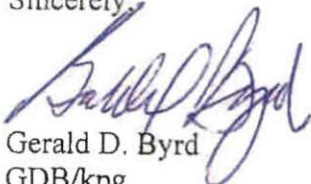
The subject right-of-way to be vacated contains approximately 12,845 sq. ft. It is our opinion that the right-of-way should have a value of \$1.05/sf, which is the average of Lots 1, 2 and 4. Lot 3's assessed value should not be considered, as it is at least 3 times as much as all surrounding properties including those that are not abutting the subject right-of-way. Thus, it is our opinion that the right-of-way has a value of \$13,847.00.

However, it is our position that no compensation should be required for this vacation, as shown on page 2 of the site plan attached, it indicates that the owner is dedicating part of Medical Park Drive to the City. Medical Park Drive has been used as and considered to be a public right-of-way, as the City has street signs placed within that right-of-way. Thus, this is an exchange for one right-of-way for another.

Also, it is our opinion that due to the redevelopment of the surrounding properties by Ball HealthCare, we do not believe a Traffic Impact Study is warranted at this time. As shown on the attached site plan, which is included in the owner's application to the Planning Commission, the subject right-of-way will be replaced by a driveway from the new development, said driveway which will be farther away from Medical Park Drive. Thus, the vacation will have no negative impact on the accessibility to and from this property.

Please let me know if you have any questions or need any additional information at this time.

Sincerely,



Gerald D. Byrd
GDB/kpg
Enclosures

**MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL****LOT1**

PARCEL #: 33 02 10 3 000 020.01X
OWNER: GK LAND HOLDINGS LLC
ADDRESS: 1 SOUTHERN WAY MOBILE AL 36619-1210
LOCATION:

MUNI 14 MOBILE PROPER
Land: 813,600
Acres: 12.000

Baths: 0.0 **H/C Sqft:** 0
Bed Rooms: 0 **Land Sch:** MT/51
Imp: 0 **Total:** 813,600
Sales Info: 01/26/2023 \$2,175,000

<< Prev Next >> [1 / 1 Records]

Tax Year: 2024 ▼**SUMMARY****ASSESSMENT**

PROPERTY CLASS: 2 **OVER 65 CODE:**
EXEMPT CODE: **DISABILITY CODE:**
MUN CODE: 14 MO **HS YEAR:** 0
SCHOOL DIST: 02 **EXM OVERRIDE AMT:** \$0.00
OVR ASD VALUE: \$0.00

CLASS USE:
FOREST ACRES: 0 **TAX SALE:**
PREV YEAR VALUE: \$813,600.00 **BOE VALUE:** \$0.00
KEY #: 1470544

VALUE

LAND VALUE 10% \$0
LAND VALUE 20% \$813,600
CURRENT USE VALUE [DEACTIVATED] \$0

TOTAL MARKET VALUE [APPR. VALUE: \$813,600]: \$813,600

Assessment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

QUICK LINKS

- Home
- Assessment
- Collection
- Millage Rate
- Contact Us
- About Us
- News

NEW**COUNTY MAP**

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KIM HASTIS

Revenue Commissioner

MOBILE COUNTY

3509 Michael Blvd Suite G

MOBILE, AL 36609

(251) 574-8530

DEEDS

INSTRUMENT NUMBER	DATE
2023004230	1/26/2023
2021083905	12/16/2021
7053-230	7/19/2013
WD2477-713	7/5/2008
0-0	7/5/2008
WD3997-287	11/20/1992

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2023		\$0.00
	2022		\$0.00
	2021		\$0.00
	2020		\$0.00
	2019		\$0.00
	2018		\$0.00
	2017		\$0.00
	2016		\$0.00
	2015		\$0.00
	2014		\$0.00
	2013		\$0.00
	2012		\$0.00
	2011		\$0.00
	2010		\$0.00
	2009		\$0.00
	2008		\$0.00
	2002	OTHER(P)	\$3,810.00



Powered by: 707.us.com

Website Development



LOT 3

PARCEL #: 33 02 10 3 000 021.01X
OWNER: GK LAND HOLDINGS LLC
ADDRESS: 1 SOUTHERN WAY MOBILE AL 36619-1210
LOCATION: 3401 MEDICAL PARK DR MO

[MISCIMP-A0]
MUNI 14 MOBILE PROPER
Land: 105,800
Acres: 1.560

Baths: 0.0 H/C Sqft: 0
Bed Rooms: 0 Land Sch: MT/51
Imp: 36,300 Total: 142,100
Sales Info: 01/26/2023 \$2,175,000

<< Prev Next >> [1 / 1 Records]

Tax Year : 2024 ▼

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
EXEMPT CODE: DISABILITY CODE:
MUN CODE: 14 MO HS YEAR: 0
SCHOOL DIST: 2 EXM OVERRIDE AMT: \$0.00
OVR ASD VALUE: \$0.00
CLASS USE:
FOREST ACRES: 0 TAX SALE:
PREV YEAR VALUE: \$1,394,300.00 BOE VALUE: \$0.00
KEY #: 1096101

VALUE

LAND VALUE 10% \$0
LAND VALUE 20% \$105,800
CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

"PAVING CONCRET 34PCR06 \$7,200
PAVEMENT CURBIN 34CLNGR \$4,800
"PAVING ASPHALT 34PASP2 \$24,300

CLASS 3

TOTAL MARKET VALUE [APPR. VALUE: \$142,100]: \$142,100

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
2023004230	1/26/2023
0-0	7/5/2008

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2009		\$0.00
	2008		\$0.00

QUICK LINKS

- Property Tax
- Assessments
- Land Use
- Mobile Proper
- Eminent Domain
- Civil Litigation
- Other Links

NEW

COUNTY MAP

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KIM HASTIE

Revenue Commissioner

MOBILE COUNTY



(251) 574-4530

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Website Provided by



MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

Lot 4

PARCEL #: 33 02 10 3 000 021.02X
OWNER: GK LAND HOLDINGS LLC
ADDRESS: 1 SOUTHERN WAY MOBILE AL 36619-1210
LOCATION:

MUNI 14 MOBILE PROPER
Land: 26,800
Acres: 1.320

Baths: 0.0 H/C Sqft: 0
Bed Rooms: 0 Land Sch: MT/51
Imp: 0 Total: 26,800
Sales Info: 07/19/2013 \$5,000,000

<< Prev Next >> [1 / 1 Records]

Tax Year : 2024 ▼

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
EXEMPT CODE: DISABILITY CODE:
MUN CODE: 14 MO HS YEAR: 0
SCHOOL DIST: 02 EXM OVERRIDE AMT: \$0.00
OVR ASD VALUE: \$0.00

CLASS USE:
FOREST ACRES: 0 TAX SALE:
PREV YEAR VALUE: \$26,800.00 BOE VALUE: \$0.00
KEY #: 1096110

VALUE

LAND VALUE 10% \$0
LAND VALUE 20% \$26,800
CURRENT USE VALUE [DEACTIVATED] \$0

TOTAL MARKET VALUE [APPR. VALUE: \$26,800] \$26,800

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
2023004230	1/26/2023
7053-230	7/19/2013
2030-91	7/5/2008
WD3577-212	5/31/1990

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2023		\$0.00
	2022		\$0.00
	2021		\$0.00
	2020		\$0.00
	2019		\$0.00
	2018		\$0.00
	2017		\$0.00
	2016		\$0.00
	2015		\$0.00
	2014		\$0.00
	2013		\$0.00
	2012		\$0.00
	2011		\$0.00
	2010		\$0.00
	2009		\$0.00
	2008		\$0.00

QUICK LINKS

- Home
- My Account
- My Taxes
- My Property
- My Records
- My Payments
- My Notices
- My Alerts
- My Profile

NEW

COUNTY MAP

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KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
1929 Michael Blvd Suite G
MOBILE AL 36607
(251) 574-6530



Mobile County, Alabama

Mobile County, Alabama

CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
C1	90°00'00"	39.27'	25.00'	25.00'	S 83°40'45" W	35.36'
C2	90°20'56"	39.42'	25.00'	25.15'	S 44°39'43" W	35.46'

LOT 2 KEY #01704953

50' RW

Medical Park Drive

N 00°30'45" W 75.15'

N 00°30'45" W 245.00'

LOT 1 KEY #01470544

N 89°50'11" E 201.90'

PROPOSED VACATION OF STREET

POINT OF BEGINNING

LOT 3 KEY #01096101

SOUTHWEST COMMUNITY
HOSPITAL SUBDIVISION
MB 34 PG. 68

LEGAL DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° 30' 45" WEST ALONG THE EAST LINE OF MEDICAL PARK DRIVE 245.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 00° 30' 45" WEST 75.15 FEET; THENCE NORTH 89° 50' 11" EAST 201.90 FEET; THENCE NORTH 38° 40' 45" EAST 25.81 FEET TO THE WEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTH 51° 19' 15" EAST ALONG SAID WEST LINE 75.00 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE; THENCE WESTWARDLY TO THE LEFT AND ALONG THE ARC OF SAID CURVE 39.27 FEET (CHORD: SOUTH 83° 40' 45" WEST 35.36 FEET) TO THE P.T. THEREOF; THENCE SOUTH 38° 40' 45" WEST 24.75 FEET; THENCE SOUTH 89° 50' 11" WEST 200.38 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.42 FEET (CHORD: SOUTH 44° 39' 43" WEST 35.46 FEET) TO THE POINT OF BEGINNING.

POINT OF COMMENCEMENT
S.W. COR. OF LOT 4

LOT NUMBERS SHOWN REFER TO
LETTER DATED MAY 7, 2024

THIS PLAT PREPARED FROM THE RECORDED
SUBDIVISION PLAT AND DOES NOT REPRESENT
A CURRENT SURVEY BY THIS COMPANY

BYRD SURVEYING

2809 HALLS MILL ROAD MOBILE, ALABAMA
251 | 476-5010 BYRD@BYRDSURVEYING.BIZ
SCALE: 1" = 40' MAY 7, 2024

STATE OF ALABAMA

COUNTY OF MOBILE

**PETITION TO THE MOBILE CITY COUNCIL FOR ITS
ASSENT TO THE VACATION OF A PORTION OF MEDICAL PARK DRIVE
IN THE CITY OF MOBILE, ALABAMA**

Comes now **GK Land Holdings, LLC, an Alabama limited liability company**, as the signer of the Declaration of Vacation which is attached hereto and incorporated herein by reference as though fully set out herein, and respectfully petitions the Mobile City Council to assent to the vacation and closing by such signer as the owner to the following described property situated in the City of Mobile, Alabama and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

Petitioner submits herewith an executed copy of the Declaration of Vacation, and respectfully prays that the Mobile City Council adopt a resolution assenting to the same in accordance with the provisions of §23-4-20, Code of Alabama, 1975, as amended.

Your Petitioner herein says and shows that said property herein described is a right of way, that your Petitioner is the owner of the property abutting said right of way, that the vacation of this right of way will not deny other property owners of any rights as they may have to convenient and reasonable means of ingress and egress to and from their property, and that it would be in the best interest of the Mobile City Council to vacate the same.

[Remainder of Page Intentionally Blank]

GK LAND HOLDINGS, LLC

By: Clarence M. Ball Jr.
Print Name: CLARENCE M. BALL JR
Title: MANAGER

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that Clarence M. Ball, Jr., whose name as Manager of **GK LAND HOLDINGS, LLC**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 4th day of January, 2024.



Pamela N. Griffin
NOTARY PUBLIC
My Commission Expires: 04.13.2027

EXHIBIT A

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° 30' 45" WEST ALONG THE EAST LINE OF MEDICAL PARK DRIVE 245.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 00° 30' 45" WEST 75.15 FEET; THENCE NORTH 89° 50' 11" EAST 201.90 FEET; THENCE NORTH 38° 40' 45" EAST 25.81 FEET TO THE WEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTH 51° 19' 15" EAST ALONG SAID WEST LINE 75.00 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE; THENCE WESTWARDLY TO THE LEFT AND ALONG THE ARC OF SAID CURVE 39.27 FEET (CHORD: SOUTH 83° 40' 45" WEST 35.36 FEET) TO THE P.T. THEREOF; THENCE SOUTH 38° 40' 45" WEST 24.75 FEET; THENCE SOUTH 89° 50' 11" WEST 200.38 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.42 FEET (CHORD: SOUTH 44° 39' 43" WEST 35.46 FEET) TO THE POINT OF BEGINNING.

STATE OF ALABAMA)

COUNTY OF MOBILE)

DECLARATION OF VACATION OF
A PORTION OF MEDICAL PARK DRIVE LOCATED IN
THE CITY OF MOBILE, ALABAMA

WHEREAS, the undersigned, **GK Land Holdings, LLC, an Alabama limited liability company**, is the owner of all of the land abutting a portion of Medical Park Drive located in the City of Mobile, Alabama and described as follows;

See Exhibit A attached hereto and made a part hereof.

and

WHEREAS, said party has requested the City of Mobile, Alabama to assent to the vacation and closing by it as the abutting property owner of such portion of Medical Park Drive located in Mobile, Alabama; and

WHEREAS, the vacation of said portion of Medical Park Drive will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from said property; and

WHEREAS, the above stated abutting landowner requests that such portion of Medical Park Drive which abuts its property be closed and vacated; and

WHEREAS, said party as the abutting landowner consents to this vacation; and

WHEREAS, the said portion of Medical Park Drive to be vacated is located in the City of Mobile, State of Alabama; and

WHEREAS, the same is filed for record herewith;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as the owner of the lands abutting said roadway, hereby declares said portion of Medical Park Drive to be vacated under the authority of §23-4-20, Code of Alabama, 1975, as amended. This Declaration of Vacation of said right of way is filed strictly in accordance with said statute and, having been so filed, said right of way hereinabove more particularly described on Exhibit A is hereby declared VACATED, subject to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owner;

2. An easement is excepted from this vacation and is retained in favor of Spire Gulf, Inc. to operate and maintain its existing service line within the easement.

3. An easement is excepted from this vacation and is retained in favor of Mobile Area Water & Sewer System (MAWSS) to operate and maintain its existing 8" diameter water main within the easement.

4. Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this the 4th day of January, 2024.

[Remainder of Page Intentionally Blank]

GK LAND HOLDINGS, LLC

By:

Clarence M. Ball, Jr.
Print Name: CLARENCE M. BALL, JR.
Title: MANAGER

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that Clarence M. Ball, Jr., whose name as Manager of **GK LAND HOLDINGS, LLC**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 4th day of January, 2024.



Pamela N. Griffin
NOTARY PUBLIC
My Commission Expires: 04.13.2027

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150 Saint Joseph Street
P.O. Box 2247
Mobile, AL 36602
bjarrett@southernco.com
tel. 251-694-2391

December 5, 2023

VIA ELECTRONIC MAIL

Attn: Douglas L. Anderson
Burr & Forman LLP
11 North Water Street
Mobile, Alabama 36602

RE: Consent Requirement to vacate a portion of Medical Park Drive Right of Way

Mr. Anderson,

I am writing in response to the City's requirement to obtain consent from utility companies to vacate rights of way and easements for construction projects. After reviewing the preliminary survey and examining the shaded area between Knollwood Drive and Medical Park Drive, I would like to inform you we have not identified any Alabama Power Company ("APC") facilities present in the stated location.

On behalf of APC, I hereby provide our written consent to fulfill the city's requirement for the vacation of rights of way and easements.

Should you require any additional information or documentation on this matter, please do not hesitate to contact me. I can be reached at 251-694-2391 or via email at bjarrett@southernco.com. I am available to address any concerns or inquiries you may have.

Regards,



Blake Jarrett
Corporate Real Estate
Land Acquisition

/Enclosure



Spire Alabama Inc.
605 Richard Arrington, Jr. Blvd N.
Birmingham, AL 35203

December 6, 2023

Douglas Anderson
Burr & Forman LLP
RSA Tower
11 North Water Street
Suite 22200
Mobile, AL 36602

Re: Vacation of a portion of Medical Park Drive, Mobile, AL

Douglas Anderson,

In response to your letter dated December 4, 2023 relative to the above referenced vacation of a portion of Medical Park Drive.

Please be advised that Spire Gulf Inc. ("Spire"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,


Alex Sammet (Dec 14, 2023 08:46 MST)

Alex Sammet
Manager of Right of Way & Land Management
Spire Gulf Inc.

TJF: VB
cc: Douglas L. Anderson

Engineering Approval: 

Systems Planning Approval: 

3248 Springhill Ave.
Mobile, AL 36607
Cell 251-295-5334



February 28, 2024

Douglas L. Anderson
11 N Water Street
Suite 22200
Mobile, AL 36602

Mr. Anderson:

On your request dated December 4, 2023, to vacant the right-of-way located within the Southwest Community Hospital Subdivision the former Knollwood Hospital Complex. Comcast has no need for this easement and consents to the subject vacation. If you need anything else please feel free to give me a call at 251-295-5334.

Respectfully,

Donnie Little

Donnie Little
Construction Specialist II
Comcast of Alabama



December 20, 2023

Mr. Douglas L. Anderson
Burr & Forman, LLP
RSA Tower, Suite 22200
11 North Water Street
Mobile, Alabama 36602

RE: Request to vacate the north portion of Medical Park Drive Right-of-Way
That certain portion east to west connecting to Knollwood Drive
per unrecorded Survey by Byrd Surveying dated November 30, 2023
Section 10, T5S-R2W

Dear Mr. Anderson:

We have reviewed the referenced vacation request and determined that our 8" diameter water main, which provides service to the medical park, is located within the limits of the area to be vacated above. Consequently, our agreement to vacate this right-of-way is contingent upon the Requestor retaining said right-of-way as an easement for MAWSS.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (no permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System

A handwritten signature in blue ink, appearing to read "D. B. Russell", is written over a horizontal line.

Daryl B. Russell, P.E.
Director of Planning & Market Development

cc: A. Tyree



AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

M: 251.581.5043
F: 251.471.0410
sc1153@att.com

December 5, 2023

Douglas L. Anderson
Burr & Furman LLP
11 North Water Street Suite 22200
Mobile, AL 36602
danderson@burr.com

RE: Vacation of a portion of Medical Park Drive, Mobile, AL

Dear Douglas,

This letter is written in response to your request to vacate an easement of the property located on the North side of Lot 4 of the Southwest Community Hospital Subdivision MB34, PG68 as shown on attached documents. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-581-5043 if any additional information is required.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Scott Cornelius".

Brian Scott Cornelius
MGR OSP Planning & Engineering, AT&T Alabama
251-581-5043

Gauthier, Lana

From: Gauthier, Lana
Sent: Thursday, March 28, 2024 3:04 PM
To: michael.linder@atchisonlaw.com
Subject: Vacation Request - Knollwood Hospital
Attachments: packet_knollwood hospital.pdf

Michael,

Please review the attached and advise if it's ready to be sent to City departments.

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, April 15, 2024 11:16 AM
To: michael.linder@atchisonlaw.com
Subject: Vacation Request - Knollwood Hospital
Attachments: packet_knollwood hospital.pdf

Michael,

Please review the attached and advise if it's ready to be sent to City departments.

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, April 17, 2024 9:41 AM
To: ~~Anthony Morris (anthony.morris@cityofmobile.org); Carleen Stout (carleen.stout@cityofmobile.org); Cink, Joseph; Hoffman, Bert; Jennifer White (whitej@cityofmobile.org); Kern, Chris; Nick Amberger (nick.amberger@cityofmobile.org); Penn, D M; Richard Harris (harrisr@cityofmobile.org)~~
Subject: Vacation Request - Old Knollwood Hospital
Attachments: packet_knollwood hospital.pdf

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: White, Jennifer
Sent: Wednesday, April 17, 2024 9:49 AM
To: Gauthier, Lana
Subject: RE: Vacation Request - Old Knollwood Hospital

Traffic Engineering does not have an objection.

Jennifer P. White, PE
Traffic Engineering Director
City of Mobile
(251) 208-2960

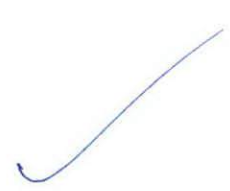
From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474



Gauthier, Lana

From: Hoffman, Bert
Sent: Wednesday, April 17, 2024 3:45 PM
To: Gauthier, Lana
Subject: RE: Vacation Request - Old Knollwood Hospital
Attachments: 2024-04-17_PZ-MEMO_Knollwood-Hospital_request.pdf

Planning and Zoning has no objection. See the attached memo.

Bert Hoffman

Long Range Planning
BUILD MOBILE
hoffmanb@cityofmobile.org
(251) 208-5895

We need your feedback. Please fill out our new online survey [HERE!](#)

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MEMORANDUM

April 17, 2024

To: Lana Pafenbach

C: File
Planning & Zoning

From: Margaret Pappas / bh

Re: Vacation of a portion of Medical Park Drive

The proposed vacation request is for an approximately 50-foot wide by 250-foot long segment of Medical Park Drive, extending from an intersection with Medical Park Drive to Knollwood Drive.

The Planning and Zoning Department has no objection to the vacation of the street right-of-way.

It should be noted that a Subdivision application that includes this site has been submitted for consideration by the Planning Commission. The Subdivision process should be completed prior to any request for permits for construction within the vacated property.

Gauthier, Lana

From: Cink, Joseph
Sent: Monday, April 22, 2024 11:01 AM
To: Gauthier, Lana
Subject: Re: Vacation Request - Old Knollwood Hospital

Morning Lana,

Fire has no objection to the vacation as long as the hydrant remains accessible and operational.

Respectfully,



Joseph "Victor" Cink, Inspector
Mobile Fire-Rescue Department
Community Risk Reduction
2851 Old Shell Rd. Mobile, AL 36607
Cell: (251) 406-4806
Office: (251) 208-5801
Email: joseph.cink@cityofmobile.org

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, May 1, 2024 10:12 AM
To: 'kari@byrdsurveying.biz'
Subject: FW: Vacation Request - Old Knollwood Hospital

Good morning, Kari,

Please see below for the response from the City's Engineering Department.

Thank you for your assistance.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Morris, Anthony <anthony.morris@cityofmobile.org>
Sent: Tuesday, April 30, 2024 1:45 PM
To: Gauthier, Lana <lane.gauthier@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: RE: Vacation Request - Old Knollwood Hospital

Engineering does not have an objection of a vacation request for City right-of-way at the Old Knollwood Hospital site. Engineering has facilities in the City right of way being requested to be vacated and Engineering will request the existing right of way be retained as an easement.

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk

Gauthier, Lana

From: Morris, Anthony
Sent: Tuesday, April 30, 2024 1:45 PM
To: Gauthier, Lana; Stout, Carleen; Cink, Joseph; Hoffman, Bert; White, Jennifer; Kern, Chris; Amberger, Nicholas; Penn, D M; Harris, Richard
Subject: RE: Vacation Request - Old Knollwood Hospital

Follow Up Flag: Follow up
Flag Status: Flagged

Engineering does not have an objection of a vacation request for City right-of-way at the Old Knollwood Hospital site. Engineering has facilities in the City right of way being requested to be vacated and Engineering will request the existing right of way be retained as an easement.

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

*Kari
Kerry Givens
Kari@byrdsurveying.biz*

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, May 1, 2024 10:15 AM
To: Carleen Stout (carleen.stout@cityofmobile.org)
Subject: FW: Vacation Request - Old Knollwood Hospital
Attachments: packet_knollwood hospital.pdf

Good morning,

Please advise any objections you have to the attached vacation request along with the City's evaluation for the value. This is a time sensitive matter.

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Gauthier, Lana
Sent: Wednesday, April 17, 2024 9:41 AM
To: Anthony Morris (anthony.morris@cityofmobile.org) <anthony.morris@cityofmobile.org>; Carleen Stout (carleen.stout@cityofmobile.org) <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; Jennifer White (whitej@cityofmobile.org) <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Nick Amberger (nick.amberger@cityofmobile.org) <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Richard Harris (harrisr@cityofmobile.org) <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Thursday, May 2, 2024 9:23 AM
To: kari@byrdsurveying.biz
Subject: Knollwood Hospital Vacation Request

Good morning, Kari,

Please see the City's Real Estate Department's response below (in blue) regarding the vacation request at the old Knollwood Hospital site.

Also, advise if/when the information will be provided.

"Lana - Real Estate researched the vacation request today and have the following comments:

- Key numbers are not included and the lot numbers do not match up. Need more information.**
- The size is stated as 17,542 sf however there is not dimensions on the survey – proof of vacation size is needed.**
- Applicant is offering to "swap" row with city to offset payment due – no size provided. Has engineering looked at this?**

Hope this makes sense ad we can look at it again as soon as the data needed is obtained.

Thanks, Carleen

**Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536"**

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Stout, Carleen
Sent: Tuesday, May 7, 2024 1:13 PM
To: jerry
Cc: Daffin, Mary; Gauthier, Lana
Subject: RE: Knollwood Hospital Vacation Request

Follow Up Flag: Follow up
Flag Status: Flagged

Received. We will look at it this week!

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536

From: jerry <jerry@byrdsurveying.biz>
Sent: Tuesday, May 7, 2024 12:56 PM
To: Stout, Carleen <carleen.stout@cityofmobile.org>
Cc: Daffin, Mary <mary.daffin@cityofmobile.org>; Gauthier, Lana <lane.gauthier@cityofmobile.org>
Subject: RE: Knollwood Hospital Vacation Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Carleen

Attached is a revised letter and plat that contains the information you need for review. The letter was prepared by the attorney preparing the documents and sent to me to put on letterhead and sign. I have computed the area of the proposed vacation and revised the first paragraph of the second page to reflect that area and value. I'm not sure how he got the area that was in the first submittal. I have also added the Key numbers of the parcels listed as Lots 1-4 in the letter.

The attached plat shows the lot numbers and Key numbers that correspond with those listed in the letter. The plat has all dimensions necessary for you to check the square footage of the proposed vacated street.

Please contact me if you have any questions or need additional information.

Thank you
Jerry

Gerald D. Byrd

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606
251-476-5010
251-476-5033 - Fax

From: Stout, Carleen
Sent: Thursday, May 2, 2024 12:06 PM
To: jerry <jerry@byrdsurveying.biz>
Cc: Daffin, Mary <mary.daffin@cityofmobile.org>
Subject: RE: Knollwood Hospital Vacation Request

Hey Jerry, hope you are well!! Attached is what we reviewed. Jaclyn retired and Mary will be working this file request. I have copied her in!

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536

From: jerry <jerry@byrdsurveying.biz>
Sent: Thursday, May 2, 2024 10:55 AM
To: Stout, Carleen <carleen.stout@cityofmobile.org>
Subject: Knollwood Hospital Vacation Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Carleen

Would you send me a copy of the plat that was submitted with the vacation package ? I'll try to clarify the lot numbers and provide the other information you need.

Thanks....Jerry

Gerald D. Byrd

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606
251-476-5010
251-476-5033 - Fax

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>

Sent: Thursday, May 2, 2024 9:23 AM

To: kari@byrdsurveying.biz

Subject: Knollwood Hospital Vacation Request

Good morning, Kari,

Please see the City's Real Estate Department's response below (in blue) regarding the vacation request at the old Knollwood Hospital site.

Also, advise if/when the information will be provided.

"Lana - Real Estate researched the vacation request today and have the following comments:

- Key numbers are not included and the lot numbers do not match up. Need more information.
- The size is stated as 17,542 sf however there is not dimensions on the survey – proof of vacation size is needed.
- Applicant is offering to "swap" row with city to offset payment due – no size provided. Has engineering looked at this?

Hope this makes sense ad we can look at it again as soon as the data needed is obtained.

Thanks, Carleen

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536"

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Stout, Carleen
Sent: Friday, May 10, 2024 4:52 PM
To: Gauthier, Lana; Daffin, Mary
Subject: RE: Knollwood Vacation Packet

Real estate is good as long as engineering is good!!

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Friday, May 10, 2024 1:31 PM
To: Stout, Carleen <carleen.stout@cityofmobile.org>; Daffin, Mary <mary.daffin@cityofmobile.org>
Subject: RE: Knollwood Vacation Packet

Carleen,

Please let me know if you have any objections to this request.

Thank you!

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Stout, Carleen <carleen.stout@cityofmobile.org>
Sent: Friday, May 10, 2024 12:39 PM
To: Gauthier, Lana <lane.gauthier@cityofmobile.org>; Daffin, Mary <mary.daffin@cityofmobile.org>
Subject: RE: Knollwood Vacation Packet

Thank yall!

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536

**G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619**

**G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619**

**G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619**

**MAWSS
P. O. Box 180249
Mobile, AL 36618-0249**

**MAWSS
P. O. Box 180249
Mobile, AL 36618-0249**

**MAWSS
P. O. Box 180249
Mobile, AL 36618-0249**

**Spire Alabama, Inc.
Attn: Jeff Wilcox, RWA
605 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203**

**Spire Alabama, Inc.
Attn: Jeff Wilcox, RWA
605 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203**

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Attn: Jeff Wilcox, RWA
605 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203**

CITY CLERK'S OFFICE

MOBILE, AL

TH, MAR 28, PM2:50 RCVD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

Lana Gauthier, Assistant City Clerk

Sponsored by:

Josh Woods, Councilmember

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_vacation fee_Knollwood

REVIEWERS:

Lana Gauthier

Lana Gauthier

47-571

2024

RESOLUTION

Sponsored by: Councilmember Josh Woods

BE IT RESOLVED by the City Council of the City of Mobile that the fee for the vacation of portion of a service road City right-of-way located at Knollwood Drive and Medical Park Drive, by the Council as per Resolution **47-570** is hereby set at \$17,640.47.



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **June 27, 2024**

SUBJECT: **WEED LIEN GROUP 1658**

Attached, please find Assessment Lists for Weed Lien Group Number **1658** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

7/2/2024

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

8/6/2024

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED):

7/5/2024

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER:

7/18/2024

LEGAL NOTICE ADS:

7/24/2024-7/31/2024

POSTING DATE:

7/30/2024

Copy to: Marchetta Taite

	WEED LIEN					
	CONTRACT NUMBER					
	1658				Res. No.	
7/2/2024	LOTS TO BE DECLARED				58-	
8/6/2024	LOTS FOR PUBLIC HEARING				58-	
//2024	LOTS TO BE ASSESSED FOR COST				58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	1505 Basil St	36447	39691		2	
2	502 Stanton Rd	37593	39692		1	
3	1107 Congress St	37923	39693		2	
4	504 Maple St	36403	39694		2	
5	2602 Wealthy St	35991	39695		1	
6		37466	39697		4	
7	121 Garnett Ave	35835	39698		2	
8	1812 Brownlee St	37454	39699		1	
9	402 N Ann St	37511	39700		2	
10	611 McDonough St	37927	39701		1	
11	705 Euclid St	32586	39702		5	
12	601 Weinacker Ave	25545	39703		2	
13	5914 U S Hwy 90 W	36528	39704		4	
14	7695 Tara Dr	34668	39706		7	
15	0 Narbona Rd	36395	39707		7	
	Par. No. (28 04 17 2 001 028.002)					
16	5707 Deerwood Dr N	36022	39708		7	
17	7651 Elm Circle	38184	39711		6	
18	1716 Boykin Blvd	39004	39709		3	
19	4106 Yorkshire Lane	36029	39712		5	
20	351 Pineview Lane W	36929	39713		7	
				\$ -		
District total for this group		Lots cut by Contractor				
1	4					
2	6					
3	1					
4	2					
5	2					
6	1					
7	4					
	20		0			
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Angie Parker 6-23-24
Marchetta Jantz 6-27-24

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1658** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **6th day of August, 2024**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: June 21, 2024

SUBJECT: Repeat Weed Lien Invoices G-75

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 75. Please place these on the City Council's Agenda for July 2, 2024.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
Address: **P. O. BOX 91866**
City, State, Zip: **MOBILE, AL 36691-1866**
Repeat Group Number: **75** Item # **1-A**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,311.56

Shelia Dean
SECRETARY
Marchetta Zule
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1050 GLENBROOK WAY STE 480**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Repeat Group Number: **75** Item # **1-B**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,311.56

Shelia Dean

SECRETARY
Monique D. Jank

INSPECTOR
Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1040 LATIMER LN**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Repeat Group Number: **75** Item # **1-C**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,311.56

Shelia Dean
SECRETARY
Maplethorpe
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1204B MURRAY HILL CT**
City, State, Zip: **MOBILE, AL 36606**
Repeat Group Number: **75** Item # **1-D**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,311.56

Shelia Dean
SECRETARY
Maxwell J. Tate
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON
Address: **2101 AIRPORT BLVD**
City, State, Zip: **MOBILE, AL 36606**
Repeat Group Number: **75** Item # **1-E**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,311.56

Shelia Dean

SECRETARY

Marchetta Juste

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON
Address: **P. O. BOX 91866**
City, State, Zip: **MOBILE, AL 36691-1866**
Repeat Group Number: **75** Item # **1-F**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,311.56


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON
Address: **1056 SAINT MADAR ST**
City, State, Zip: **MOBILE, AL 36603-5742**
Repeat Group Number: **75** Item # **1-G**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,311.56

Sheila Dean
SECRETARY
Marchetta Sauter
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

June 21, 2024

Lot Owner: **JENNIFER FREELAND**
Address: **720 RICHARDSON ST**
City, State, Zip: **CLARKSVILLE, TN 37040-3828**
Repeat Group Number: **64** Item # **1-H**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,311.56

Shelia Dean
SECRETARY
Inspector
INSPECTOR
Supervisor
SUPERVISOR



MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
June 21, 2024

Lot Owner: **COMPLETE PLUMBING & CONSTRUCTION**
Address: **P. O. BOX 2572**
City, State, Zip: **MOBILE, AL 36652**
Repeat Group Number: **64** Item # **1-I**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,311.56

Shelia Dean
SECRETARY
Margaret Harte
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

June 21, 2024

Lot Owner: HOUSING & URBAN DEVELOPMENT
Address: 950 22ND ST NORTH, SUITE 900
City, State, Zip: BRIMINGHAM, AL 35203-5302
Repeat Group Number: 64 Item # 1-J

Lot Description: LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040
DAUPHIN ISLAND PKWY

Nuisance Date: 5/10/2024
Date lot was cut: 6/17/2024 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,311.56

Shelia Dean
SECRETARY
Marcelle Zube
INSPECTOR
Gary Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice
June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
Address: **P. O. BOX 91866**
City, State, Zip: **MOBILE, AL 36691-1866**
Repeat Group Number: **75** Item # **2-A**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN DR S

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 1,930.06

Shelia Dean

SECRETARY

Maplethorpe

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1050 GLENBROOK WAY STE 480**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Repeat Group Number: **75** Item # **2-B**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN DR S

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 1,930.06

Shelia Dean
SECRETARY
Marcelle Dente
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1040 LATIMER LN**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Repeat Group Number: **75** Item # **2-C**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN DR S

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
		0	\$ 125.0000	\$ -
base rate>10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
standard rate<10,000 sqft		1	\$ 50.00	\$ 50.00
Administration Fee				
Administrative Penalty-		2	\$ 100.00	\$ 200.00
Additional Cuts	Each			
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 1,930.06

Shelia Dean
SECRETARY
Marchetta Tate
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON
Address: **2101 AIRPORT BLVD**
City, State, Zip: **MOBILE, AL 36606**
Repeat Group Number: **75** Item # **2-D**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN DR S

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 1,930.06

Shelia D...
SECRETARY
Marchetta Sante
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON
Address: **1017 OLD SHELL RD**
City, State, Zip: **MOBILE, AL 36604**
Repeat Group Number: **75** Item # **2-E**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN DR S

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 1,930.06

Shelia Dean
SECRETARY

Marabeth Smith
INSPECTOR

Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
June 21, 2024

Lot Owner: **HOUSING & URBAN DEVELOPMENT**
Address: **950 22ND ST NORTH, SUITE 900**
City, State, Zip: **BIRMINGHAM, AL 35203-5302**
Repeat Group Number: **75** Item # **2-F**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN DR S

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 1,930.06


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
Address: **P. O. BOX 91866**
City, State, Zip: **MOBILE, AL 36691-1866**
Repeat Group Number: **75** Item # **3-A**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,579.14

Shelia Dean
SECRETARY
Marchetta Jante
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1050 GLENBROOK WAY STE 480**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Repeat Group Number: **75** Item # **3-B**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,579.14

Shelia Dean
SECRETARY
Margherita Iate
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1040 LATIMER LN**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Repeat Group Number: **75** Item # **3-C**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,579.14

Shelia Dean

SECRETARY

Margaretta J. Smith

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1204B MURRAY HILL CT**
City, State, Zip: **MOBILE, AL 36606**
Repeat Group Number: **75** Item # **3-D**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,579.14

Shelia Dean

SECRETARY

Marcelle J. Jette

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON
Address: **2101 AIRPORT BLVD**
City, State, Zip: **MOBILE, AL 36606**
Repeat Group Number: **75** Item # **3-E**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,579.14

Shelia Dean
SECRETARY

Margarette Taylor
INSPECTOR

Harry Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

June 21, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O DANIEL HENDERSON

Address: **1056 SAINT MADAR ST**

City, State, Zip: **MOBILE, AL 36603-5742**

Repeat Group Number: **75** Item # **3-F**

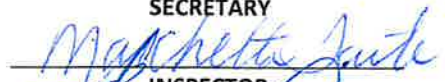
Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**

Date lot was cut: **6/17/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,579.14


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

June 21, 2024

Lot Owner: **MOBILE COUNTY REVENUE**
Address: **3925 MICHAEL BLVD STE G**
City, State, Zip: **MOBILE, AL 36609**
Repeat Group Number: **75** Item # **3-G**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**
Date lot was cut: **6/17/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,579.14

Shelia Dean
SECRETARY
Maybelle Jacobs
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

June 21, 2024

Lot Owner: **HOUSING & URBAN DEVELOPMENT**

Address: **950 22ND ST NORTH, SUITE 900**

City, State, Zip: **BIRMINGHAM, AL 35203-5302**

Repeat Group Number: **75** Item # **3-H**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050
DAUPHIN ISLAND PKWY**

Nuisance Date: **5/10/2024**

Date lot was cut: **6/17/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,579.14

Skellia Dean

SECRETARY

Mychalita Daulton

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

June 21, 2024

Lot Owner: **CARMICHAEL PROPERTY GROUP LLC**

Address: **4071 LEIGHTON PLACE DRIVE**

City, State, Zip: **MOBILE, AL 36693**

Repeat Group Number: **75** Item # **3-I**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **5/10/2024**

Date lot was cut: **6/17/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,579.14

Shelia Dean

SECRETARY

INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 75** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn
Councilmember CJ Small

WHEREAS, Councilmember Penn wishes to appropriate **\$1,000.00** and Councilmember Small wishes to appropriate **\$1,000.00 (Total: \$2,000.00)** to Opportunity 4 Entertainers & Performing Arts from his discretionary funds; and

WHEREAS, Opportunity 4 Entertainers & Performing Arts 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 Opportunity 4 Entertainers & Performing Arts will *be used to assist with the 2024-2025 MOB Music Festival on July 12-14, 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 \$2,000.00* to Opportunity 4 Entertainers & Performing Arts, *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

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 Veterans Recovery Resources from his discretionary funds; and*

WHEREAS, Veterans Recovery Resources 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 Veterans Recovery Resources will *be used to assist with the purchase of picnic tables for the new facility* 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 Veterans Recovery Resources, 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

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Joel Daves*

WHEREAS, *Councilmember Daves wishes to appropriate \$500.00 to St. Ignatius Parish, Mobile, from his discretionary funds; and*

WHEREAS, *St. Ignatius Parish, Mobile, 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 St. Ignatius Parish, Mobile, *will be used to assist with the Loyola Art Show that will take place at Crown Hall on August 22-24, 2024.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$500.00 to St. Ignatius Parish, Mobile, 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

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Ben Reynolds*

WHEREAS, *Councilmember Reynolds wishes to appropriate \$2,500.00 to Japanese Garden Foundation, Inc., from his discretionary funds; and*

WHEREAS, Japanese Garden Foundation, Inc., is a non-profit corporation operating in Alabama and providing 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 Japanese Garden Foundation, Inc., *will be used to assist with the visitation of middle and high school students visiting Mobile, Alabama as Ambassadors of Ichihara, Chiba.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$2,500.00 to Japanese Garden Foundation, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate **\$1,000.00** to Opportunity 4 Entertainers & Performing Arts from his discretionary funds; and*

WHEREAS, Opportunity 4 Entertainers & Performing Arts 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 Opportunity 4 Entertainers & Performing Arts will *be used to assist with the 2024-2025 MOB Music Festival on July 12-14, 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 **\$1,000.00** to Opportunity 4 Entertainers & Performing Arts, 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

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate \$3,500.00, and to Hillsdale Heights Home Owners Association, Inc., from her discretionary funds; and*

WHEREAS, *Hillsdale Heights Home Owners Association, Inc., is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Hillsdale Heights Home Owners Association, Inc., *will be used to assist with restoring and maintaining the front entrance of Felhorn Drive, LeFlore Drive, and Fontaine Drive.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$3,500.00 to Hillsdale Heights Home Owners Association, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve agreement with Alabama Department of Transportation for sidewalk improvements.

Amount of Contract:

\$1,105,926.25 (\$250,035.50 City/\$855,890.75 Federal TAPMB Funds)

Funding Source

G-TAPTA24

ATTACHMENTS:

1. 2024-3005-17 2024 TAP Downtown Mobile Sidewalk Improvements (ALDOT) agreement

REVIEWERS:

Jessica White

Nicholas Amberger

Randy Threadgill

Chris Kern

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman 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 agreement attached hereto and made a part hereof as set forth in full, subject to the company signing the agreement and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Alabama Department of Transportation

Project Name: 2024 TAP Downtown Mobile Sidewalk Improvements
COM Project#2024-3005-17

Estimated Cost: \$1,105,926.25
\$250,035.50 City/\$855,890.75 Federal TAPMB Funds

Adopted:

City Clerk

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City of Mobile as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

ADA compliant curb ramps in downtown Mobile; Project# TAPMB-TA24(945); CPMS Ref# 100078281 and 100078282.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the 21st day of Nov., 2023, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20_____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20_____.

City Clerk

(AFFIX SEAL)

**PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF MOBILE
Mobile County**

**Project No. TAPMB-TA24(945)
CPMS Ref# 100078281 & 100078282**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mobile, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the ADA compliant curb ramps in downtown Mobile; Project# TAPMB-TA24(945); CPMS Ref# 100078281 and 100078282.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program (TAP) funds as authorized by the U.S. Congress and the STATE will not be liable for any funding. The project will be limited to \$1,000,142.00 Federal TAP funds unless the Mobile Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal TAP funds for the Mobile Area sufficient to pay 80% of the project cost. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
Federal TAPMB Funds	\$ 115,401.00
City Funds	\$ 28,850.25

TOTAL	\$ 144,251.25

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal TAPMB Funds	\$ 884,741.00
City Funds	\$ 221,185.25

TOTAL (Incl CE&I)	\$ 1,105,926.25

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in

CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will be an eligible cost to the project, as approved by the application.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost to the Project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the Project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction costs will be an eligible cost to the Project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

- F. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. 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.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Mobile, Alabama

By: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Mayor

This contract has been legally reviewed and approved as to form.

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Matthew J. Ericksen, P.E.
Southwest Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H**Page 2**

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. Information and Reports

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H**Page 4**

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H**Page 5**

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

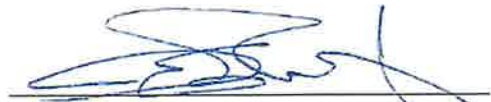
A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Mobile Metropolitan Planning Organization, a Notice of Award for grant assistance in the amount of \$1,000,000.00 for the FY23 Transportation Alternative Program (TAP). There is a \$250,000.00 match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Mobile Metropolitan Planning Organization. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Mobile City Council authorizes the expenditure of \$250,000.00 if said grant is awarded for a total project cost of \$1,250,000.00.

Adopted: **NOV 21 2023**


City Clerk

PROJECT DESCRIPTION

1. **Transportation Alternatives Project Eligibility:** This project is being submitted for the following eligible activities:
 - A. Construction of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, senior adults and individuals with disabilities.
 - B. Construction of on-road and off-road trail facilities for pedestrians, bicyclists and other non-motorized forms of transportation. These can include sidewalks.... safety-related infrastructure, as well as projects to achieve compliance with the Americans with Disabilities Act of 1990.
2. **Project Details:** The project will include installing and/or repairing curb ramps to be in compliance with the Americans with Disabilities Act of 1990. Existing sidewalk, curb and gutter will be removed and replaced with compliant curb ramps. Asphalt may need to be replaced or modified to meet all criteria. The goal of the project will be to provide ADA-compliant curb ramps and sidewalks for the public's use and safety within the project area, which is a downtown Mobile and includes the Mobile Public Library's main branch, one school, seven churches, seven museums, five parks, six hotels and numerous restaurants, retail, government offices and businesses. This project will provide safe pedestrian routes for non-drivers, including children, senior adults and individuals with disabilities, and improve access and connectivity to the aforementioned destinations.
3. **Cost Estimate:** The estimated total project cost is \$1,250,177.50. The City is requesting \$1,000, 142 in federal funds, and will provide a 20% match of \$250,035. A detailed pay item estimate is attached.
4. **Utilities:** No utilities or service connections will have to be relocated.
5. **Impact:** The installation and/or repair of curb ramps and associated sidewalks and gutters will help the City to achieve its goal (as set forth in its ADA Transition Plan) to improve ADA compliance and provide a connected community with safe routes for non-drivers, including children, senior adults and people with disabilities.

The project will benefit Mobile's busy downtown, the City's center for government, business (including a burgeoning small business community), a robust arts community including the Saenger Theatre, home to the Mobile Symphony and the Alabama Center for Contemporary Arts, tourism which brings over 3 million visitors to the City annually, as well as seven churches. In addition, Barton Academy for International Studies, a magnet middle school, has brought a whole new population to downtown Monday-Friday, students and parents.

The project will improve access to all of the above, and improve the traveling experience especially for children, persons with disabilities, and senior citizens visiting downtown for business or pleasure.

There are no known wetlands or archaeological, historic or environmental resources that will be affected by this project. All work will be done within existing City rights-of-way so neither plant nor animal life will be affected.

City of Mobile FY24 TAP Application
Installing ADA-Compliant Curb Ramps in Downtown Mobile

5. *Impact (cont.)*

Ground disturbing and demolition activities will occur during the construction of this project. Existing curb ramps and sidewalks will be removed and replaced to comply with ADA standards. Curb and gutter sections may require removal and replacement. In addition, asphalt pavement may require milling in order to construct ADA compliant curb ramps.

6. **Clearances and Permits:** No clearances or permits are required for this project.

7. **Ownership:** This project will be constructed within the right-of-way of public roads maintained by the City of Mobile.

8. **Intended Use:** The intended use will be to provide ADA compliant curb ramps for public use in the areas located within the project limits.

9. **Life Expectancy:** The project has an estimated life expectancy of a minimum of twenty years.

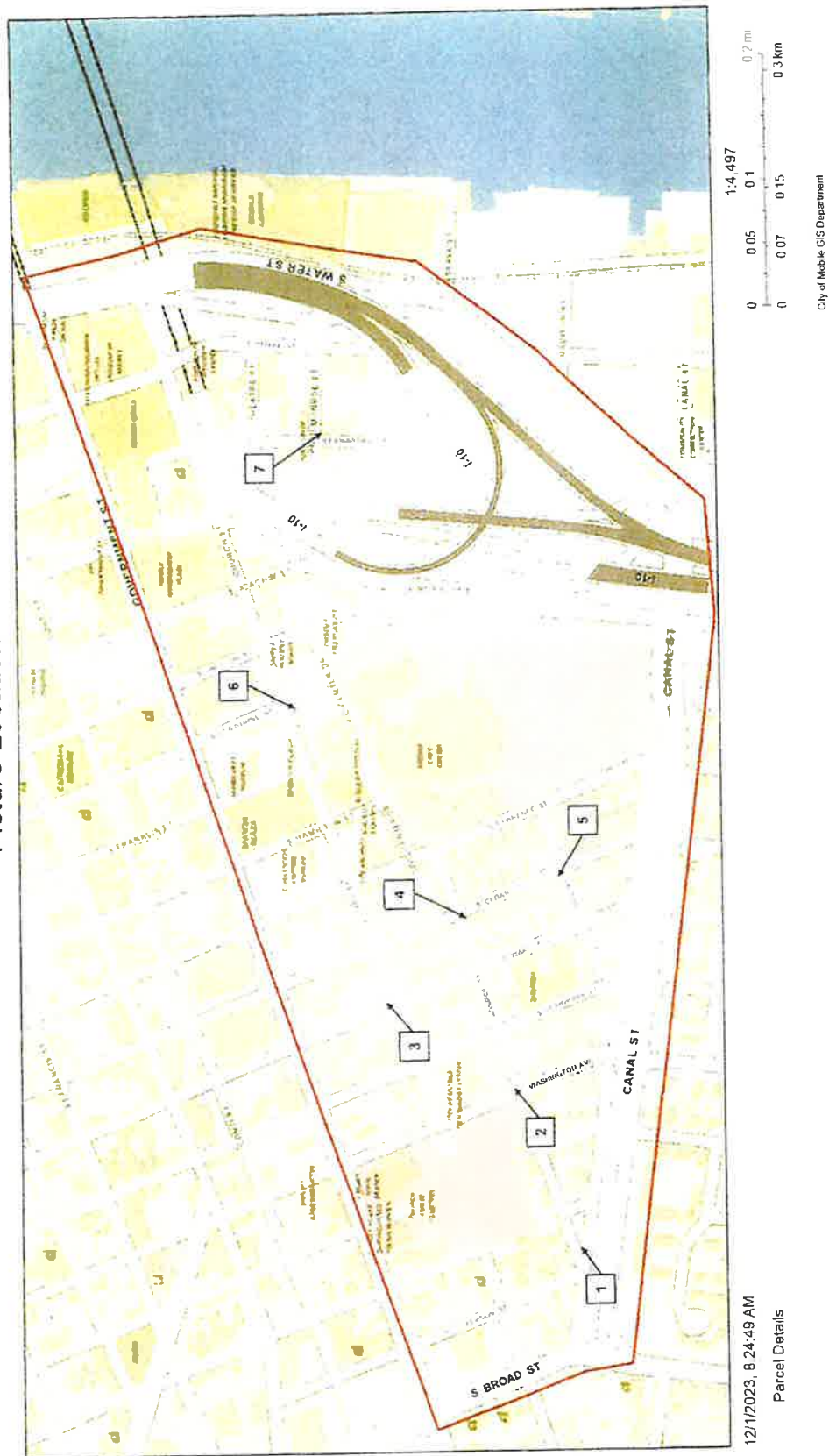
10. **Maintenance Plan:** The City will provide minor repairs and mow as necessary.

11. **Public Involvement:** The project was presented at the November 14th and November 21st City Council meetings, public meetings where citizens may comment on agenda items. A copy of the Agenda Item Summary Sheet for each of those meetings is attached.

12. **Environmental Justice:** The project is located in Census Tract 2, designated as disadvantaged by the U.S. Council on Environmental Quality's Climate and Economic Justice Screening Tool. Additionally, the tract's poverty rate is 33.5%, more than 1.5 times the City of Mobile's poverty rate (20%). Documentation of these demographics is attached.

13. **Additional Comment:** N/A

Picture Locations





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award and contract to Airgas USA LLC for medical oxygen M and D cylinders. Price is per cylinder- good for one year, renewable for two additional one-year periods.

Amount of Contract:

NA, as needed at Item Based unit pricing

Funding Source

General fund.

ATTACHMENTS:

1. 20240627 Airgas Agenda Package Bids

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 2 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

_____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Item-Award Bid and Contract for Approval for Medical Oxygen for MFRD

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award and contract to Airgas USA LLC for medical oxygen M and D cylinders. Price is per cylinder- good for one year, renewable for two additional one-year periods. General Fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: 06/23/2023

Renewal date of contract (if applicable): 06/24/2024, 06/24/2025

If not bid, state reason: Sealed Bid 5816

How many bidders received bid packages (if applicable): 5+Internet

How many bidders submitted bids (if applicable): 1

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue the attached contracts for, the below proposed Bid Award, to the designated vendor for the specified item at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to place orders as needed without further approval or other action by the City Council. The Bid Award contract may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5816	M Cylinder Medical Oxygen	1	\$23.55	One year, renewable for two additional one-year periods	<u>(291178) Airgas USA LLC</u>
	D Cylinder Medical Oxygen	1	\$11.42		

Adopted:

City Clerk

BID TABULATION FOR BID #5816	
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[illegible]

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/06/2023	5816	FIRE	To be Specified

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

12:01 PM, Friday, June 23, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form. MEDICAL OXYGEN SUPPLY Vendor to provide Medical Oxygen to the City of Mobile in "D" and "M" aluminum cylinders as per the following and attached specifications. Vendor shall provide filled medical oxygen cylinders to Fire Stations and other locations on regular weekly scheduled deliveries or on an as needed basis when requested. Such as needed basis may be a major fire, storm, or disaster and may be a location other than a Mobile Fire Station. There shall be no monthly rental charges on the cylinders. There shall be no delivery or pick up charges. Any Bids with monthly rental charges possible or billable or delivery or pick up charges stated or indicated in the bid will be rejected. Vendor shall have on their cylinders a tag starting date of delivery so that cylinders will be rotated in a timely fashion. The City will only pay for oxygen cylinders whose seals are broken and are used. Vendor shall provide new aluminum cylinders at the start of the contract and at the conclusion all aluminum cylinders shall remain the property of the vendor. At no time will steel cylinders be allowed.					
			TOTAL			

Page 1 of 4

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 4 The vendor shall be responsible for the servicing and maintaining of the oxygen cylinders. The vendor is responsible for oxygen refill, to perform all hydrostatic tests, valve repairs, seals, replacement of handles, regular damage repair or replacement, etc. The city will pay no charges relating to the normal wear or servicing of the cylinders, nor for any repairs due to normal wear and tear. City will install or connect cylinders to city owned vehicles or equipment. Vendor shall deliver full cylinders and pick up empty cylinders for the 10 Fire Station/locations as follows. Vendor shall be sure to leave cylinders in a safe or designated location. <u>The following are the normal weekly delivery locations ONLY:</u> Crichton Station 200 Davenport Ave Freeman Station 6801 Overlook Road Central Station 701 St. Francis Street H.H. Edwards Station 2525 Hillcrest Road Seelhorst Station 5525 Commerce Boulevard E. Toulminville Station 2062 Dr. M.L.K. Avenue Lathan Station 1951 S Maryvale Street Sirmon Station 2711 Airport Boulevard Edward A. Berger Station 7050 Old Military Road Public Safety Complex 8080 Airport Boulevard. The City reserves the right to add or remove locations for weekly deliveries during the course of the award of this bid. <u>The following are only for occasional/emergency/disaster type deliveries ONLY:</u> Springhill Station 700 Museum Drive Tapia Station 4710 Airport Boulevard Melton Station 57 S. Lafayette Street Paul Husband 1000 S. Houston Street Gus Rehm Station 3200 Moffat Road Willett Station 1004 S. Broad Street Ashland Fire Station 2407 Old Shell Road McCosker Station 1275 Azalea Road Petrey Station 3471 Dauphin Island Parkway Reid Station 512 Stimrad Road Training Academy 860 Owens Street Fire Supply 2851 Old Shell Road					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page_____ of _____

Page 281 of 478

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 4 State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. The City will only pay for oxygen cylinders whose seals are broken and that are used. “M” Cylinder price \$ _____ “D” Cylinder price \$ _____ All costs must be included in the cost of the cylinders. No additional surcharges or service fees will be added after the fact. This bid to be awarded for a one (1) year period. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) periods. Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or email: purchasing@cityofmobile.org. TO BE AWARDED ON AN ALL OR NONE BASIS.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

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)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:

To approve issuance of purchase order to Best Price Services LLC for mulching of center median of Grelot Road from University Blvd to Cody Road.

Amount of Contract:

\$16,732.89

Funding Source

General fund.

ATTACHMENTS:

1. 20240625 Best Agenda Package POs

REVIEWERS:

Donald Rose

Brandi Montgomery

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 2 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Best Price Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Best Price Services LLC for mulching of center median of
Grelot Road from University Blvd to Cody Road.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$16,732.89

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5887.

How many bidders received bid packages (if applicable): 43+web

How many bidders submitted bids (if applicable): 5

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10843</u>	2024	(2086E) RIGHT OF WAY MOWING	MULCHING OF GRELOT ROAD CENTER MEDIAN FROM UNIVERSITY BLVD TO CODY ROAD (SEALED BID 5887)	\$16,732.89	<u>(292420) BEST PRICE SERVICES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010843-00 FY 2024 Acct No: 1000.40.20.2070.2086.2070.0000.0000.42070. Review: Buyer: Status: Released
--	--

Page 1

Vendor
 BEST PRICE SERVICES LLC
 7057 FOREST GLEN CT

Ship To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

IRVINGTON, AL 36544

Tel#251-458-0510

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/24	292420				RIGHT OF WAY MOWING

LN	Description / Account	Qty	Unit Price	Net Price
001	MULCHING OF GRELOT ROAD CENTER MEDIAN FROM UNIVERSITY BLVD TO CODY ROAD. VENDOR TO REMOVE DEBRIS AND APPLY NEW LAYER OF HARD WOOD MULCH OVER THE EXISTING LAYER OF HARDWOOD MULCH. AS PER CITY OF MOBILE BID #5887 AND YOUR QUOTE	1.00 EACH	16732.89000	16732.89

1 1000.40.20.2070.2086.2070.0000.0000.42070. 16732.89

Ship To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Requisition Link

Requisition Total 16732.89

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.42070.	16732.89	2837786.40
PUBLIC SERVICE MAINTENANCE EXP CONTRACT LABOR		

BID TABULATION FOR BID #5887
MULCHING OF GRELOT ROAD

BEST PRICE SERVICES	\$16,732.89
BUTLER COMPLETE SERVICES	\$27,600.00
HUGHES 360 SERVICES	\$39,950.00
LBC LANDSCAPES	\$52,068.75
STRAIGHT UP TREE SERVICE	\$73,635.80

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE 05/31/2024	BID NO. 5887	DEPARTMENT Public Works	Commodities to be delivered F.O.B. Mobile to: To Be Specified
---------------------------	------------------------	-----------------------------------	---

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

12:00 PM, Friday, June 21, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	MULCHING OF GRELOT ROAD CENTER MEDIANS Vendor to apply mulch to center medians on Grelot Road between Cody Road and University Boulevard as per the following and attached. Price to spread mulch on all medians on Grelot between Cody and University \$ _____ GENERAL SPECIFICATIONS Vendor to: 1. Remove all trash and garbage debris: trash/garbage, asphalt or concrete chips or pieces; remove all debris in street next to the curb 2. No plants or trees are to be removed. 3. Vendor to spread new mulch no less than 3” thick. 4. Mulch to be mixed hardwood mulch. 5. Mulch to be spread so that it does not wash into street. 6. Street to be swept clean so there is no debris in area of the center curbing. 7. Vendor to provide traffic control as per the MUTCD. Any questions should be directed to purchasing@cityofmobile.org prior to 5:00pm on Wednesday, June 12, 2024. Page 1 of 2					
			TOTAL			

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid **before** submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit **price** will **govern**.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. **The right** is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the **interest of** the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. **PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.**
10. **BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.**
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business **License** inquiry, **contact** the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. **IF** a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder **make** every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially **and** **economically** disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be **several** weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. **Bids** and addendums **are** posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to **check** the City's bid **page** for updates and addendums.
21. Vendors **must** be able to provide the **following upon request**. Federal W-9 **form**, proof of registration in the E-Verify program, and Certificate of Authority to **do business in Alabama/Registration with the Alabama Secretary of State** within 24 hours of request.
22. **City of Mobile applies local** vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), **except** federally funded grants.
23. **Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60**, all contracts that **meet** the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 **must** include the **equal opportunity** clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. 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.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Vendor to coordinate all work with the City of Mobile, Public Services Department, Program Manager, or other Engineering Department authorized representative. All work shall be sheduled to minimize the disturbance and interruption of the flow of traffic and public.

All work performed will use only skilled laborers. Laborers shall be properly supervised.

The City shall not prohibit vendor from performing work herein during a normal work day. For this provision a "normal work day" is defined as any business day between the hours of 8:30 a.m. and 4:00 p.m. due to traffic.

The Owner or Contractor may terminate the bid upon five (5) days written notice. The Owner shall pay only for work executed and proven loss with respect to materials, equipment, tools, and reasonable overhead. The Owner shall not make payment to the Contractor for profit or damages as a result of terminating the Bid.

Work Site Clean Up:

The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each work day and at the completion of the project.

The City of Mobile will have the right to terminate this Contract at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

Traffic Control

If you will be working in the roadway or performing any activities that will affect traffic, you must submit a Traffic Control Plan at least two full working days prior to proceeding. You may contact Butch Ladner at (251) 208-2960 to discuss traffic control requirements.

Be prepared to assist motorists with flagging per MUTCD guidelines if needed (if you are working close to but not in the roadway). Be aware that if you are working close to the roadway, but not actually in the road, that some flagging may be needed if motorists cannot see oncoming traffic due to your equipment blocking the line of sight. You can find MUTCD information at www.mutcd.fhwa.dot.gov, or you may contact Butch Ladner at (251) 208-2972 (City of Mobile Traffic Engineering) for questions or assistance.

If you are unfamiliar with MUTCD requirements and need help with preparing a traffic control plan, or if you need to rent equipment, you may use one of these traffic control companies.

Local traffic control contractors:

1. Detour Construction, 251-331-9522, email: detour@bellsouth.net
2. Hutchinson, Moore and Rauch, 251-380-8748, email: rac@hmrengineers.com, PLANS ONLY, NO EQUIPMENT
3. Lloyd Hughes & Associates, 251-422-4751, email: lhughes55@hotmail.com
4. T-Zone Technologies, Inc., 251-973-9508, rwhitworth@tzonetechnologies.com

We need to see site specific conditions on the plan including any cross streets and driveways that are within the traffic control zone (i.e. between the first signs posted in each direction).

Generally, the sign spacing should be 100' apart for roads with speed limits under 40 MPH. For 40 MPH and above, please space the signs 350' apart.

Show the taper lengths and barrel spacing.

When using Message/Arrow boards, place them either on the side of the road or behind the last barrel in the taper.



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)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 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 Donohoo Chevrolet LLC for one 2024 Chevrolet Silverado MD truck chassis for Traffic Engineering.
Motor Pool Capital

Amount of Contract:

\$62,105.50

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 20240627 Donohoo Agenda Package POs

REVIEWERS:

Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 2 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Donohoo Chevrolet LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Donohoo Chevrolet LLC for one 2024 Chevrolet Silverado
MD truck chassis for Traffic Engineering.
Motor Pool Capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$62,105.50

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed Bid 5889

How many bidders received bid packages (if applicable): 15+web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10010</u>	2024	(F7000) MOTOR POOL	2024 CHEVROLET SILVERADO MD TRUCK CHASSIS FOR TRAFFIC ENGINEERING (SEALED BID 5889)	\$62,105.50	<u>(293039)</u> <u>DONOHOO</u> <u>CHEVROLET LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010010-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/24	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2024 9,000 lb GVW 4X2 CREW CAB AND CHASSIS, 4X2, DURAMAX DIESEL ENGINE, WHITE IN COLOR DELIVERED TO THE CITY OF MOBILE. VENDOR TO PROVIDE 2024 CHEVROLET SILVERADO MD ZWDWT 19,500 LB GVW CHASSIS WIT HA DURAMAX 6.6L DIESEL. AS PER CITYOF MOBILE BID #5889 AND YOUR QUOTE. Additional Description Notes 2024 OR NEWER INTERNATIONAL CV515 SFA 2X4 CREW CAB CHASSIS AS FOLLOWS: BASE UNIT WITH THE FOLLOWING ADDITIONAL OPTIONS: UPGRADE FRAME DIMENSIONS; UPGRADE INTERIOR FEATURES; UPGRADE ELECTRICAL OPTIONS; UPGRADE EXTERIOR FEATURES AND OPTIONS; UPGRADE SAFETY FEATURES; UPGRADE REAR SUSPENSION	1.00 EACH	62105.50000	62105.50

AS REQUESTED BY DEPT 2060-TRAFFIC ENG.

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02060 .VEHICLEEXP.	62105.50
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Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010010-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/24	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 62105.50

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

Account	Amount	Remaining Budget
E MP02060 .VEHICLEEXP.	62105.50	96812.01

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	62105.50	11023512.51
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Cancelled	06/27/24	JOHN PAINE	GL Allocation changed
Approved	06/05/24	CHARLES SUMRALL	Approve with 6.6 Diesel Engine
Approved	06/05/24	SHONNDA SMITH	
Approved	06/05/24	CHERI BOUCHER	Auto approved by: 910518244
Queued	06/27/24	CHARLES SUMRALL	Auto approved by: 910518244
Pending		SHONNDA SMITH	Auto approved by: 910518244
Pending		CHERI BOUCHER	Auto approved by: 910518244
Pending		DONALD ROSE	Auto approved by: 910518244
Pending		SANDRA LEWIS	Auto approved by: 910518244
Pending		STEVEN KRONINGER	Auto approved by: 910518244
Pending		SAMANTHA COOLEY	Auto approved by: 910518244
Pending		JOHN PAINE	Auto approved by: 910518244
Pending		MICHAEL SPAFFORD	Auto approved by: 910518244

=====	=====
Bill To	Requisition 00010010-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 3
=====	=====

Vendor
 DONOHOO CHEVROLET LLC
 1000 GREENHILL BLVD NW

FORT PAYNE, AL 35967

Tel#256-273-4862
 Fax 256-845-6974

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/04/24	293039				MOTOR POOL
-----	-----	-----	-----	-----	-----

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

BID TABULATION FOR BID #5889
NEW 19,000 LB GVW CREW CAB & CHASSIS

DONOHOO CHEVROLET	\$62,105.50	CHEVY SILVERADO MDZWDWT
WARD INTERNATIONAL	\$74,935.00	INTERNATIONAL CV515
BUSTER MILES FORD	\$77,900.00	FORD F450 4X4
BUSTER MILES FORD	\$79,000.00	FORD F450 4X4
SOUTHERN BELLE SUPPLY	\$78,988.00	RAM 5500
EMPIRE TRUCK SALES	\$101,911.00	EMPIRE M2

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/12/2024	5889	MOTOR POOL	To Be Specified

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

12:01 PM, WEDNESDAY, JUNE 26, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1-3	NEW 19,000 LB GVW CREW CAB AND CHASSIS					
	19,000 lb GVW 4x2 crew cab and chassis with diesel engine as per the following and attached specifications.					
	Make _____ Model _____					
	GVW _____ Engine _____					
	Approximate time to deliver after receipt of order _____					
	Upon award, the City will purchase a minimum of one (1) 19,000 lb GVW 4x2 cab and chassis.					
	Delivery will be a consideration in the award of this bid.					
			TOTAL			

Page 1 of 2

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
 Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. 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.

SPECIFICATIONS

19,000 lb GVW chassis

Crew cab

4x2

Diesel engine – Cummins or Duramax brand diesels only

Automatic transmission

Factory-mounted receiver hitch, 2” or larger

Trailer wiring package for 4 and 7 pin connectors

Cab to axle – 84 inches

Cab to end of frame – 10 ft, 8 inches

Dual wheels

Cab to be white in color

Vinyl seats

Air conditioning

Electric windows

Electric door locks

City will mount 11-foot body to chassis upon delivery to the City of Mobile.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:

To approve issuance of purchase order to Environmental Systems Research Institute, Inc for one-year subscription to ESRI Advantage consulting, support, and training services for GIS. General fund.

Amount of Contract:

\$74,300.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240625 ESRI Agenda Package POs

REVIEWERS:

Donald Rose
Brandi Montgomery
James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 2 July 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Environmental Systems Research Institute, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Environmental Systems Research Institute, Inc for
one-year subscription to ESRI Advantage consulting, support, and training services for GIS.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$74,300.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service, sole source for supporting ESRI software products.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10172</u>	2024	(5000) INFORMATION TECHNOLOGY	ONE-YEAR SUBSCRIPTION TO ESRI ADVANTAGE CONSULTING, SUPPORT AND TRAINING SERVICES FOR GIS (PROFESSIONAL SERVICE, SOLE SOURCE)	\$74,300.00	<u>(050080)</u> <u>ENVIRONMENTAL</u> <u>SYSTEMS</u> <u>REASEARCH</u> <u>INSTITUTE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010172-00 FY 2024 PO 24009824 Acct No: 1000.10.23.5000.5000.5000.0000.0000.45060. Review: Buyer: 9105fola Status: Converted	Page 1
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Vendor ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTMIT 380 NEW YORK ST REDLANDS, CA 92373-8100 Tel#909-793-2853 Fax 909-307-3083	Ship To 651 CHURCH STREET MOBILE, AL 36602 CREAMER@CITYOFMOBILE.ORG Delivery Reference PAT CREAMER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/24	050080				INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER YOUR QUOTE #Q-515190.

001 Esri Advantage Program: 50 Learning and Service Credits - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. (INCLUDES A ONE-DAY ANNUAL PLANNING SESSION; UP TO 100 ADVISOR HOURS; QUARTERLY TECHNOLOGY WEBCASTS AND 50 LEARNING AND SERVICE CREDITS.) THIS IS A SITE-WIDE UPGRADE WHICH REQUIRES ALL INTERFACES WITH OTHER PROGRAMS TO BE UPDATED AND INTEGRATED.	1.00 EACH	74300.00000	74300.00
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The Above Line Item Is For Department: GIS

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010172-00 FY 2024 PO 24009824 Acct No: 1000.10.23.5000.5000.5000.0000.0000.45060. Review: Buyer: 9105fo1a Status: Converted	Page 2
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Vendor ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT 380 NEW YORK ST REDLANDS, CA 92373-8100 Tel#909-793-2853 Fax 909-307-3083	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 CREAMER@CITYOFMOBILE.ORG Delivery Reference PAT CREAMER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/24	050080				INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
1 1000.10.23.5000.5000.5000.0000.0000.45060.			74300.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Deliver To
GIS
651 CHURCH STREET
2ND FLOOR
MOBILE, AL 36602

Requisition Link

Requisition Total 74300.00

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

Account 1000.10.23.5000.5000.5000.0000.0000.45060.	Amount 74300.00	Remaining Budget 524762.83
INFORMATION TECHNOLOGY EXP	TRAINING	

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

Activity	Date	Clerk	Comment
Approved	06/18/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	06/18/24	SCOTT KEARNEY	
Approved	06/18/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	06/20/24	DONALD ROSE	Approved by: 9105fo1a
Approved	06/20/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	06/20/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	06/20/24	SAMANTHA COOLEY	Auto approved by: 910516727

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010172-00 FY 2024 PO 24009824 Acct No: 1000.10.23.5000.5000.5000.0000.0000.45060. Review: Buyer: 9105fola Status: Converted	Page 3
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Vendor ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT 380 NEW YORK ST REDLANDS, CA 92373-8100 Tel#909-793-2853 Fax 909-307-3083	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 CREAMER@CITYOFMOBILE.ORG Delivery Reference PAT CREAMER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/24	050080				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/20/24 JOHN PAINE		Auto approved by: 910516727	
Approved	06/20/24 MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:

To approve issuance of purchase order to Ingram Equipment Co LLC for three grapple swivel assemblies for Pac-Mac trash knuckleboom trucks.

Amount of Contract:

\$20,778.50

Funding Source

General fund.

ATTACHMENTS:

1. 20240625 Ingram Agenda Package POs

REVIEWERS:

Donald Rose

Brandi Montgomery

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 2 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Ingram Equipment Co LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Ingram Equipment Co LLC for three grapple swivel assemblies for Pac-Mac trash knuckleboom trucks.
Motor Pool capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$20,778.50

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Parts sourced through Pac-Mac dealer.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10863</u>	2024	(2050) FLEET MANAGEMENT-GARAGE	3 KNUCKLEBOOM GRAPPLE SWIVEL ASSEMBLIES FOR MUNICIPAL GARAGE (PRICE BELOW BID REQUIREMENT, SOURCED FROM PACMAC DEALER)	\$20,778.50	<u>(270465)</u> <u>INGRAM</u> <u>EQUIPMENT CO</u> <u>LLC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00010863-00 FY 2024 Acct No: 1000.00.00.0000.0000.0000.0000.14882. Review: Buyer: 9105spam Status: Released	Page 1
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Vendor INGRAM EQUIPMENT CO LLC 11 MONROE DR PELHAM, AL 35124 Tel#205-663-3946 Fax 205-663-4816	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference JOHN EVANS Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/24	270465				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
NGPO#:PO-08582				
001	GRAPPLE SWIVEL ASSEMBLY - KB3710	3.00	6859.50000	20578.50
	Inventory Item/Loc 18793	EACH		
1	1000.00.00.0000.0000.0000.0000.14882.			20578.50
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604				
002	FREIGHT	1.00	200.00000	200.00
	Additional Description Notes	LOT		
ESTIMATE 000387				
1	7000.40.20.0000.0000.2070.0000.0000.45050.			200.00

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00010863-00 FY 2024 Acct No: 1000.00.00.0000.0000.0000.0000.14882. Review: Buyer: 9105spam Status: Released	Page 2
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Vendor INGRAM EQUIPMENT CO LLC 11 MONROE DR PELHAM, AL 35124 Tel#205-663-3946 Fax 205-663-4816	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference JOHN EVANS Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/24	270465				FLEET MANAGEMENT-GARAGE

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
JOHN EVANS

[Requisition Link](#)

Requisition Total	20778.50
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.00.00.0000.0000.0000.0000.14882.	20578.50	
GENERAL FUND BALANCE		
7000.40.20.0000.0000.2070.0000.0000.45050.		
	200.00	11031086.93
MOTOR POOL EXP		
REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	06/25/24	CHARLES SUMRALL	
Queued	06/25/24	SHONNDA SMITH	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00010863-00 FY 2024 Acct No: 1000.00.00.0000.0000.0000.0000.14882. Review: Buyer: 9105spam Status: Released
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Page 3

Vendor INGRAM EQUIPMENT CO LLC 11 MONROE DR PELHAM, AL 35124 Tel#205-663-3946 Fax 205-663-4816	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference JOHN EVANS Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/24	270465				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 06/25/24			
	Pending			
	Pending			
	Pending			
	Pending			
	Pending			
	Pending			

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders to Semoice Technology and Prologic ITS LLC for security cameras and mounts for MPD.

Amount of Contract:

\$61,572.30

Funding Source

BJA FY23 Justice Assistance Grant

ATTACHMENTS:

1. 20240627 Cameras Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 2 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Orders for MPD Security Cameras

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to Semoice Technology and Prologic ITS LLC for security
cameras and mounts for MPD.
BJA FY23 Justice Assistance Grant

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$61,572.30

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed Bid 5886

How many bidders received bid packages (if applicable): 9+web

How many bidders submitted bids (if applicable): 9

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>6895</u>	2024	(1530) POLICE ADMIN SERVICES	SECURITY CAMERAS AND MOUNTS FOR MPD (SEALED BID 5886)	\$61,572.30	<u>(299175)</u> <u>SEMOICE</u> <u>TECHNOLOGY</u> <u>(LINES 1-3);</u> <u>(297124)</u> <u>PROLOGIC ITS</u> <u>LLC (LINES 4-5)</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006895-00 FY 2024 Acct No: 5307.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved
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Page 1

Vendor

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/24	00000				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	PER BID #5886 AND YOUR QUOTE. AXIS T8154 60W SFP MIDSPAN PART NUMBER: 02740-004 Vendor Item	15.00 EACH	150.47000	2257.05
1	5307.30.15.0000.0000.1530.0000.0000.47010. E G-JAGCTY23.CAPEQUIPMT.			2257.05
Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606				
002	Q6010E/20MP/360/MULTISEN/IP66 PART NUMBER:01981-001 Vendor Item	15.00 EACH	1298.09000	19471.35
1	5307.30.15.0000.0000.1530.0000.0000.47010. E G-JAGCTY23.CAPEQUIPMT.			19471.35

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006895-00 FY 2024 Acct No: 5307.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/24	00000				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

003	Q6075-E/1080P/PTZ/X40/IP67 PART NUMBER: 017252-004 Vendor Item	15.00 EACH	2400.95000	36014.25
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1	5307.30.15.0000.0000.1530.0000.0000.47010. E G-JAGCTY23.CAPEQUIPMT.			36014.25
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

004	T91G61 WALL MOUNT PART NUMBER:	15.00	160.67000	2410.05
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006895-00 FY 2024 Acct No: 5307.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved
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Page 3

Vendor	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/24	00000				POLICE ADMIN SERVICES

LN Description / Account	Qty EACH	Unit Price	Net Price
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1 5307.30.15.0000.0000.1530.0000.0000.47010. E G-JAGCTY23.CAPEQUIPMT.	2410.05
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

005 T91B57 POLE MNT 100-410MM PART NUMBER: 01470-001 Vendor Item	15.00 EACH	94.64000	1419.60
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1 5307.30.15.0000.0000.1530.0000.0000.47010. E G-JAGCTY23.CAPEQUIPMT.	1419.60
--	---------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS

Bill To		Requisition 00006895-00 FY 2024	
ACCOUNTS PAYABLE		Acct No:	
P O BOX 389		5307.30.15.0000.0000.1530.0000.0000.47010.	
MOBILE, AL		Review:	
36601		Buyer: 9105fo1a	
vendorinvoices@cityofmobile.org		Status: Approved	
		Page 4	
Vendor		Ship To	
		POLICE HEADQUARTERS	
		2460 GOVERNMENT STREET	
		MOBILE, AL 36606	

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/24	00000				POLICE ADMIN SERVICES
LN Description / Account				Qty	Unit Price
2460 GOVERNMENT STREET					Net Price
MOBILE, AL 36606					

Requisition Link

Requisition Total 61572.30

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

Account	Amount	Remaining Budget
E G-JAGCTY23.CAPEQUIPMT.	61572.30	16932.45

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

Account	Amount	Remaining Budget
5307.30.15.0000.0000.1530.0000.0000.47010.	61572.30	
JAG GRANTS EXP	EQUIPMENT (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
CCancelled	06/20/24	ANNE FOLEY	GL Allocation, GL Allocation,
Approved	03/25/24	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	03/25/24	LAPORTSIA NETTLES	
Approved	03/25/24	SHAUNAGYE SIMMS	Auto approved by: 910520251
Approved	03/25/24	RANDY THREADGILL	Auto approved by: 910520251
Approved	06/21/24	DREANETTA BARNES	Auto approved by: 9105thrr
Approved	06/21/24	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	06/21/24	SHAUNAGYE SIMMS	Auto approved by: 9105thrr
Approved	06/21/24	RANDY THREADGILL	
Approved	06/25/24	DONALD ROSE	Approved by: 9105fo1a
Approved	06/25/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	06/25/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	06/25/24	SAMANTHA COOLEY	Auto approved by: 910516727

Page 331 of 478

BID 5886

BID TABULATION

Vendor	Discount	ITEM 1					ITEM 2					ITEM 3					ITEM 4					ITEM 5				
		DAYS ARO																								
ADVANCED INTEGRATED SECURITY	0	7					\$180.86	\$1,560.60	2944.66	197.02	116.09															
THE DANIEL GROUP	0	14					\$212.08	\$1,925.00	\$3,299.00	\$226.00	\$132.00															
GRAYBAR	0	30					\$187.00	\$1,609.63	\$2,951.74	\$195.95	\$115.42															
GUARDIAN INTEGRATORS	2%/20	30					\$232.87	\$1,978.90	\$3,538.18	\$250.53	\$145.83															
PROLOGIC ITS LLC	0	28					\$153.33	\$1,319.85	\$2,420.35	\$160.67	\$94.64															
SELCOM	2%/20	7					\$184.50	\$1,587.12	\$2,910.44	\$193.24	\$113.82															
SEMOICE	0	3					\$150.47	\$1,298.09	\$2,400.95	\$163.60	\$96.36															
SIERRA STAR SOLUTIONS	0	30					\$304.99	\$2,635.99	\$4,217.99	\$322.99	\$188.99															
STEM CONSULTANTS	.75%/20	7					\$153.37	\$1,322.87	\$2,420.28	\$161.72	\$95.40															

297124

299175

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

Purchasing Department
and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: en Buyer: 003

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

DATE 05/29/2024	BID NO. 5886	DEPARTMENT Police Dept	Commodities to be delivered F.O.B. Mobile to: 2460 Government St, Mobile, AL 36606
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This bid must be received and stamped by the Purchasing office not later than:

12:00 PM, Thursday, June 13, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	SURVEILLANCE CAMERAS AND EQUIPMENT The City of Mobile is requesting bids on the following AXIS Security Cameras and equipment. Item 1 14- Midspan compact, plug-and-play media converter with PoE, 60 watt 200 SPF MIDSPAN, AXIS T8154, Part number: 02740-004. Providing: _____ Price: _____ Item 2 14- Quad Camera, Q6010E/20MP/360/MULTISEN/IP66 200 Part number: 01981-001. Providing: _____ Price: _____ Item 3 14- Camera PTZ, Q6075-E/1080P/PTZ/X40/1P67 200 Part number: 017252-004. Providing: _____ Price: _____ Item 4 14- Wall mount, T91G61. Part number: 5506-951. 200 Providing: _____ Price: _____ Item 5 14- Pole mount, T91B57, POLE MNT 100-410MM, Part number: 01470-001. 200 Providing: _____ Price: _____					
	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 _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 No substitutions will be accepted unless the requested product has been discontinued. Provide literature and specifications for any substitutions. Prices are to be firm and FOB Destination. Exact quantities to be purchased cannot be determined at this time. The City intends to purchase 14 of each item (initially) upon award of this bid. Pricing to be held firm for a 6-month period. This bid can be extended for up to five (5) additional six (6) month periods upon the approval of the vendor and the City of Mobile. State estimated delivery of each item after receipt of a Purchase Order. These items are needed immediately, so delivery may be a consideration in the award of this bid. State delivery estimate: days ARO (after receipt of order) Item 1: _____ days ARO Item 2: _____ days ARO Item 3: _____ days ARO Item 4: _____ days ARO Item 5: _____ days ARO 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.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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. Be sure that the bid number is clearly marked on the outside of the envelope and that you have signed the bid! THIS BID IS TO BE AWARDED ON AN ITEM BASIS A SAM registration is required to bid on government contracts and to receive grants (SAM.gov). A SAM registration is required for any entity to bid on and get paid for federal contracts or to receive federal grant funds. List your SAM registration # _____ If you have any questions, please feel contact the Purchasing Department at purchasing@cityofmobile.org no later than noon on June 10, 2024.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

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.

Exhibit 4 Standard Clauses for Federal Grant Bid Solicitations and Contracts

Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,

hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (applies to purchases of more than \$150,000.)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(c) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Mobile and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(d) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family,

partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE)

(a) Contractor is prohibited from obligating or expending loan or grant funds to:

(i) Procure or obtain;

(ii) Extend or renew a contract to procure or obtain; or

(iii) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

12. BUY USA - DOMESTIC PREFERENCE FOR CERTAIN PROCUREMENTS USING FEDERAL funds.

(a) Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. PROCUREMENT OF RECOVERED MATERIALS : (applies only if the work involves the use of materials)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii). Meeting contract performance requirements; or

(iii). At a reasonable price.

(b) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. PUBLICATIONS. Any publications produced with funds from this award (if funded by a US Treasury grant award) must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

14. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

15. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:

To approve issuance of purchase order to Shaw Contract Flooring Services Inc for replacement flooring for Cruise Terminal first floor lobby.

Amount of Contract:

\$23,364.93

Funding Source

Capital - Cruise Flooring, EL, Cabins & Lobbies

ATTACHMENTS:

1. 20240625 Shaw Agenda Package POs

REVIEWERS:

Donald Rose

Brandi Montgomery

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 2 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

_____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Shaw Contract Flooring Services, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Shaw Contract Flooring Services Inc for replacement
flooring for Cruise Terminal first floor lobby.
Capital - Cruise Flooring, EL, Cabins & Lobbies

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$23,364.93

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10748</u>	2024	(3032) ARCHITECTURAL ENGINEERING	REPLACEMENT FLOORING FOR CRUISE TERMINAL 1 ST FLOOR LOBBY FLOORING (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$23,364.93	<u>(293037) SHAW CONTRACT FLOORING SERVICES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved
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Page 1

Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Tel#706-625-7943 Fax 706-625-7964	Delivery Reference BRENDA PARKER
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Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST

 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
AS PER YOUR CONTRACT SOURCEWELL #061323-SII.				
001	5T031 - welcome II EcoWorx Tile 24" x 24"31557/Sterling	250.67	53.66000	13450.95
		SQUAREYARD		
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			13450.95
Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER				
Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER				
002	5000 - Carpet Tile Adhesive	2.00	111.53000	223.06
		EACH		
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			223.06

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
003 Carpet Demolition (standard)	250.00 SQUAREYARD	3.33000	832.50
1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			832.50
Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved	Page 3
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			

004 Carpet Disposal	250.00 EACH	1.33000	332.50
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1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.	332.50
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Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

005 Carpet Tile Installation	250.00 SQUAREYARD	7.55000	1887.50
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1 2000.80.00.0000.0000.0000.0000.48010.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved
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Page 4

Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Tel#706-625-7943 Fax 706-625-7964	Delivery Reference BRENDA PARKER
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Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST

 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
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Deliver To
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 Delivery Reference
 BRENDA PARKER

006 Furniture Removal and Replacement	3.00	60.50000	181.50
	SQUAREYARD		

1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			181.50
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Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
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 BRENDA PARKER

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved	Page 5
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
007	Skimcoat - Labor & Materials CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER	2250.00 EACH	1.60000	3600.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			3600.00
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			

008	Mositure Testing	1.00 EACH	200.00000	200.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved	Page 6
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			200.00

Ship To
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 MOBILE, AL 36602
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Deliver To
 CRUISE TERMINAL
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 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

009	Hourly Rates for Services Not Listed	15.00 HOUR	55.00000	825.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			825.00

Ship To
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved
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Page 7

Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Tel#706-625-7943 Fax 706-625-7964	Delivery Reference BRENDA PARKER
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Deliver To
 CRUISE TERMINAL
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 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			

010 Supplemental Benefits	15.00 EACH	25.00000	375.00
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1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			375.00
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Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

011 Reimbursement of taxes imposed on the contractor. The contract price	1.00 EACH	1123.73000	1123.73
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved	Page 8
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			1123.73

Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

012 FREIGHT	1.00 EACH	333.19000	333.19
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Additional Description Notes

PER YOUR QUOTE: #203712;JOB#180108 DATED 06/07/24
 SOURCEWELL CONTRACT #061323-SII

FOR QUESTIONS OR CONCERNS CONTACT J. RUSSELL @ 251.208.1083
 Vendor Item
 Inventory Item/Loc 14009

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved	Page 9
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			333.19

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Requisition Link

Requisition Total 23364.93

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

Account	Amount	Remaining Budget
E C0644 .CONSTRUCTN.	23364.93	22790.20

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	23364.93	11031086.93

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Tel#706-625-7943 Fax 706-625-7964	Delivery Reference BRENDA PARKER
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Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST

MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****			
Activity Date Clerk			Comment
Approved 06/21/24 BRENDA RHODES			
Approved 06/21/24 TIFFANY HOLLINS			Auto approved by: 910511034
Approved 06/21/24 RELYA MALLORY			Auto approved by: 910511034
Approved 06/25/24 DONALD ROSE			Auto approved by: 9105paij
Approved 06/25/24 SANDRA LEWIS			Auto approved by: 9105paij
Approved 06/25/24 STEVEN KRONINGER			Auto approved by: 9105paij
Approved 06/25/24 SAMANTHA COOLEY			Auto approved by: 9105paij
Approved 06/25/24 JOHN PAINE			Approved by: 9105neej
Approved 06/25/24 MICHAEL SPAFFORD			Auto approved by: 9105paij

Authorized By: _____ Date: _____
 Signature

ShawContract

Carpet and floor covering

#080819-SII

Maturity Date: 10/11/2024

Sourcewell 

Awarded Contract

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 080819-SII gives access to the following types of goods and services:

- Carpet
- Carpet tile
- Broadloom
- Hospitality custom
- Hard surface
- Specialty products
- Static dissipative
- Sundries
- Weld rods
- Wall covering
- Technical
- Maintenance

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

[eziQC Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:

To approve issuance of purchase order to UJ Chevrolet Co Inc for wreck repair to 2020 Chevrolet Tahoe PPV SUV. Wreck occurred in spring 2022 - insurance settlement delayed purchase of repair.
Motor Pool capital.

Amount of Contract:

\$25,286.86

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 20240625 UJ Agenda Package POs

REVIEWERS:

Donald Rose
Brandi Montgomery
James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 2 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to U J Chevrolet Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to UJ Chevrolet Co Inc for wreck repair to 2020 Chevrolet Tahoe PPV SUV. Wreck occurred in spring 2022 - insurance settlement delayed purchase of repair. Motor Pool capital.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$25,286.86

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Garage body repair vendor rotation pool.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10944</u>	2024	(2050) FLEET MANAGEMENT – GARAGE	WRECK REPAIR FOR 2020 CHEVROLET TAHOE PPV SUV (PRICE BELOW BID REQUIREMENT)	\$25,286.86	<u>(210000) U J CHEVROLET CO INC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00010944-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 9105spam Status: Released	Page 1
---	---	--------

Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference CHARLES SUMRALL Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/24	210000				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
NGPO#:PO-08648				
001	00110-wreck Repair	1.00	25286.86000	25286.86
Additional Description Notes				
QUOTE ID: 135076700, 4/30/24				
1	7000.40.20.0000.0000.2070.0000.0000.45050.			25286.86
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				

[Requisition Link](#)

Requisition Total 25286.86

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	25286.86	11042389.90
MOTOR POOL EXP		
REPAIR PARTS		



U - J CHEVROLET

"MOBILE'S OLDEST GM DEALER"
7581 AIRPORT BLVD., PO BOX 850189, MOBILE,
AL 36608
Phone: (251) 633-3321
FAX: (251) 544-4453

10944

Workfile ID: e4f49b38
PartsShare: 6M6zSL
Federal ID: 63-0268427

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE 76168

Job Number: 563983

Written By: Dale McManus

Insured: CITY OF MOBILE 76168
Type of Loss:
Point of Impact: 11 Left Front

Policy #:
Date of Loss:

Claim #: 76168
Days to Repair: 0

Owner:
CITY OF MOBILE 76168

Inspection Location:
U - J CHEVROLET
7581 AIRPORT BLVD.
PO BOX 850189
MOBILE, AL 36608
Repair Facility
(251) 633-3321 Business

Insurance Company:
PO# 22010097-00

VEHICLE

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

VIN: 1GNLCDEC9LR297145
License: 67867MU
State: AL

Interior Color: BLACK
Exterior Color: WHITE
Production Date: 3/2020

Mileage In: 17,566
Mileage Out:
Condition: Good

Vehicle Out:
Job #: 563983

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors

Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors

Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System

Hands Free Device

Positraction

SEATS

Cloth Seats
Reclining/Lounge Seats
3rd Row Seat

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

TRUCK

Trailer Hitch
Trailer Package
Running Boards/Side Steps

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE 76168

Job Number: 563983

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		VEHICLE DIAGNOSTICS					
2	*	Rpr Pre-repair scan				m 1.0 M	
3	*	Rpr Post-repair scan				m 1.0 M	
4		FRONT BUMPER					
5		O/H front bumper				2.5	
6		Repl Bumper cover w/o park asst	84408068	1	649.95	Incl.	2.8
7		Add for Clear Coat					1.1
8	#	Refn Prep Unprimed Bumper					0.7
9	S01	Repl RT Filler panel	22936500	1	46.33	Incl.	
10		Repl Bumper cover bracket	22936479	1	21.75		
11		Repl LT Bumper cover guide	22806322	1	22.57		
12		Repl LT Trim cover w/o fog lamps	22936497	1	38.22	Incl.	
13		Repl LT Filler panel	22936499	1	43.67	Incl.	
14	S01	Repl Lower molding w/o adaptive cruise w/o tow hooks	22936496	1	106.12	Incl.	
15		Repl Air deflector w/Police pkg	23365760	1	625.95	0.4	
16		Repl Impact bar	23195058	1	499.95	0.3	
17	#	Repl Push Bar		1	1,185.58	2.0	
18	#	Rpr Add For Wiring				2.0	
19	S01	Repl RT Trim cover w/o fog lamps	22936498	1	46.93	Incl.	
open	S01	Repl RT Bumper cover guide	22806323	1	28.90	0.1	
open	S01	Repl Air deflector U-nut	11515638	10	66.40		
open	S01	Repl Air deflector bolt	11570637	10	67.50		
23		GRILLE					
24	S01	Repl Grille assy standard w/gold emblem	84724084	1	649.95	Incl.	
25		FRONT LAMPS					
open	S01	Repl RT Headlamp assy w/o HID lamps w/o RST pkg	87842735	1	1,238.90	Incl.	
27	S01	Repl LT Headlamp assy w/HID lamps w/o RST pkg	87842734	1	1,299.95	Incl.	
28		Aim headlamps				0.5	
29		ELECTRICAL					
open	S01	Repl Battery	SEE FOOTNOTE	1		m Incl. M	
31		RADIATOR SUPPORT					
32	S01	Repl Radiator support	85545442	1	489.18	7.4	
33		Evacuate & recharge				m 1.4 M	
34		Add for trans cooler				m 0.3 M	
35		HOOD					
36		Repl Hood	84348410	1	1,250.00	1.1	3.3
37		Add for Clear Coat					1.3
38		Add for Underside(Complete)					1.6
39		Repl Latch assy	84690209	1	78.45	Incl.	

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE 76168

Job Number: 563983

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

40		Repl	Front seal	20963560	1	50.42	Incl.	
41	WINDSHIELD							
42	*	Repl	Windshield GM, w/o heads up display w/o lane keeper	84352101	1	584.27	<u>0.0</u>	
43	#	Subl	Install Windshield		1	125.00	X	
44	#	Repl	URETHANE KIT		1	25.00		
45	FENDER							
46	*	S01	Repl	LT Fender liner Tahoe w/o Z71 pkg	23365761	1	<u>263.19</u>	0.3
47		Repl	LT Fender reinforcement	22814873	1	13.85		0.1
48	*	S01	Repl	LT Fender brace	22805755	1	<u>31.33</u>	
49		S01	R&I	RT R&I fender assy				3.0
50	*	Blnd	RT Fender Tahoe					<u>1.1</u>
51		R&I	RT Fender liner Tahoe w/o Z71 pkg				Incl.	
52	FRONT DOOR							
53	*	Rpr	LT Door shell Tahoe & Yukon				<u>3.0</u>	2.1
54			Overlap Major Non-Adj. Panel					-0.2
55			Add for Clear Coat					0.4
56	#	S01	Rpr	Prime & Block Panel				0.5
57		R&I	LT Belt molding black					0.3
58		R&I	LT Upper molding black					0.2
59		R&I	LT Applique					0.2
60		R&I	LT R&I mirror					0.4
61		R&I	LT Door glass GM Tahoe					0.5
62		R&I	LT Window regulator					0.4
63		R&I	LT Handle, outside body color, w/o chrome w/o passive					0.4
64		R&I	LT R&I trim panel					0.4
65	#	Rpr	SET Up & Measure					2.0
66	#	Rpr	Rough Pull					3.0 F
67	#	Rpr	Remove Lettering					2.0
68	#	Repl	COVER CAR FOR PROTECTION		1	12.00	X	
69	FRAME							
70	*	S01	Repl	Frame assy	84135724	1	5,123.85	<u>0.0</u>
71		S01		Aim distance sensor			m	0.5 M
72		S01		Refrigerant recovery			m	0.4 M
73		S01		Add for trans cooler			m	0.3 M
74	#	S01	Subl	Labor to Install Frame		1	5,859.00	X
75			OTHER CHARGES					
76	#		E.P.C.		1	5.00		
SUBTOTALS						20,549.16	37.9	14.2

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE 76168

Job Number: 563983

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			14,548.16
Body Labor	30.0 hrs @	\$ 70.00 /hr	2,100.00
Paint Labor	14.2 hrs @	\$ 70.00 /hr	994.00
Mechanical Labor	4.9 hrs @	\$ 90.00 /hr	441.00
Frame Labor	3.0 hrs @	\$ 150.00 /hr	450.00
Paint Supplies	14.2 hrs @	\$ 45.00 /hr	639.00
Body Supplies	37.9 hrs @	\$ 3.00 /hr	113.70
Miscellaneous			5,996.00
Other Charges			5.00
Subtotal			25,286.86
Grand Total			25,286.86
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			25,286.86

MyPriceLink Estimate ID / Quote ID:

954084365275504640 / 135076700

Charles Farnsworth
6/25/2024

Please Move Forward

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE 76168

Job Number: 563983

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

SUPPLEMENT SUMMARY

Line		Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Changed Items								
43		Repl	LT Fender liner Tahoe w/o Z71 pkg	22806316	1	-109.12	Incl.	
46	*	S01	Repl LT Fender liner Tahoe w/o Z71 pkg	23365761	1	<u>263.19</u>	0.3	
45		Repl	LT Fender brace	22805755	1	-29.78		
48	*	S01	Repl LT Fender brace	22805755	1	<u>31.33</u>		
47		R&I	RT Fender liner Tahoe w/o Z71 pkg				-0.3	
51		S01	R&I RT Fender liner Tahoe w/o Z71 pkg				Incl.	
50			Overlap Major Adj. Panel					0.4
54		S01	Overlap Major Non-Adj. Panel					-0.2
51			Add for Clear Coat					-0.3
55		S01	Add for Clear Coat					0.4
Deleted Items								
38		Repl	LT Fender Tahoe	84216909	1	-840.00	-2.6	-2.2
39			Overlap Major Adj. Panel					0.4
40			Add for Clear Coat					-0.4
41			Add for Edging					-0.5
42			Add for Inside					-1.0
60	FRAME							
61	*	Repl	LT Bumper bracket	23212858	1	-127.03	<u>-1.0</u>	
62		Repl	LT Rail end	22833932	1	-136.17	-1.3 F	
63	#	Rpr	Lt Frame Rail				-3.0 F	
Added Items								
9		S01	Repl RT Filler panel	22936500	1	46.33	Incl.	
19		S01	Repl RT Trim cover w/o fog lamps	22936498	1	46.93	Incl.	
open		S01	Repl RT Bumper cover guide	22806323	1	28.90	0.1	
open		S01	Repl Air deflector U-nut	11515638	10	66.40		
open		S01	Repl Air deflector bolt	11570637	10	67.50		
open		S01	Repl RT Headlamp assy w/o HID lamps w/o RST pkg	87842735	1	1,238.90	Incl.	
29	ELECTRICAL							
open		S01	Repl Battery	SEE FOOTNOTE	1	m	Incl. M	
49		S01	R&I RT R&I fender assy				3.0	
56	#	S01	Rpr Prime & Block Panel				0.5	
69	FRAME							
70	*	S01	Repl Frame assy	84135724	1	5,123.85	<u>0.0</u>	
71		S01	Aim distance sensor			m	0.5 M	
72		S01	Refrigerant recovery			m	0.4 M	
73		S01	Add for trans cooler			m	0.3 M	

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE 76168

Job Number: 563983

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

74	#	S01	Subl	Labor to Install Frame	1	5,859.00	X	
SUBTOTALS						11,530.23	-3.1	-3.4

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			5,671.23
Body Labor			0.00
Paint Labor	-3.4 hrs @	\$ 70.00 /hr	-238.00
Mechanical Labor	1.2 hrs @	\$ 90.00 /hr	108.00
Frame Labor	-4.3 hrs @	\$ 150.00 /hr	-645.00
Body Supplies	-3.1 hrs @	\$ 3.00 /hr	-9.30
Paint Supplies	-3.4 hrs @	\$ 45.00 /hr	-153.00
Miscellaneous			5,859.00
Subtotal			10,592.93
Total Supplement Amount			10,592.93
NET COST OF SUPPLEMENT			10,592.93

MyPriceLink Estimate ID / Quote ID:

954084365275504640 / 135076700

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	14,693.93	Dale McManus
Supplement S01	10,592.93	Dale McManus
Job Total:	\$ 25,286.86	
INSURANCE PAY:	\$ 25,286.86	

THE ESTIMATE IS BASED ON VISUAL INSPECTION. ANY ADDITIONAL CHARGES FOR WORN OR DAMAGED PARTS WILL BE THE RESPONSIBILITY OF THE PAYING PARTY. ALL PARTS PRICES ARE SUBJECT TO CHANGE. PLEASE REMOVE PERSONAL ITEMS FROM YOUR VEHICLE. WE ARE NOT RESPONSIBLE FOR PERSONAL ITEMS LEFT IN VEHICLE.

THANK YOU FOR YOUR BUSINESS!

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.



U - J CHEVROLET

"MOBILE'S OLDEST GM DEALER"
7581 AIRPORT BLVD., PO BOX 850189, MOBILE,
AL 36608
Phone: (251) 633-3321
FAX: (251) 544-4453

Workfile ID: e4f49b38
PartsShare: 6M6zSL
Federal ID: 63-0268427

Preliminary Estimate

Customer: CITY OF MOBILE 76168

Job Number:

Written By: Dale McManus

Insured: CITY OF MOBILE 76168
Type of Loss:
Point of Impact: 11 Left Front

Policy #: Claim #: 76168
Date of Loss: Days to Repair: 0

Owner:
CITY OF MOBILE 76168

Inspection Location:
U - J CHEVROLET
7581 AIRPORT BLVD.
PO BOX 850189
MOBILE, AL 36608
Repair Facility
(251) 633-3321 Business

Insurance Company:

VEHICLE

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

VIN: 1GNLCDEC9LR297145	Interior Color: BLACK	Mileage In: 17,566	Vehicle Out:
License: 67867MU	Exterior Color: WHITE	Mileage Out:	
State: AL	Production Date: 3/2020	Condition: Good	Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System

Hands Free Device
Positraction

SEATS

Cloth Seats
Reclining/Lounge Seats
3rd Row Seat

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

TRUCK

Trailer Hitch
Trailer Package
Running Boards/Side Steps

Preliminary Estimate

Customer: CITY OF MOBILE 76168

Job Number:

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		VEHICLE DIAGNOSTICS					
2	*	Rpr Pre-repair scan			m	<u>1.0</u> M	
3	*	Rpr Post-repair scan			m	<u>1.0</u> M	
4		FRONT BUMPER					
5		O/H front bumper				2.5	
6		Repl Bumper cover w/o park asst	84408068	1	649.95	Incl.	2.8
7		Add for Clear Coat					1.1
8	#	Refn Prep Unprimed Bumper					0.7
9		Repl Bumper cover bracket	22936479	1	21.75		
10		Repl LT Bumper cover guide	22806322	1	22.57		
11		Repl LT Trim cover w/o fog lamps	22936497	1	38.22	Incl.	
12		Repl LT Filler panel	22936499	1	43.67	Incl.	
13		Repl Lower molding w/o adaptive cruise w/o tow hooks	22936495	1	106.12	Incl.	
14		Repl Air deflector w/Police pkg	23365760	1	625.95	0.4	
15		Repl Impact bar	23195058	1	499.95	0.3	
16	#	Repl Push Bar		1	1,185.58	2.0	
17	#	Rpr Add For Wiring				2.0	
18		GRILLE					
19		Repl Grille assy standard w/gold emblem	84724083	1	649.95	Incl.	
20		FRONT LAMPS					
21		Repl LT Headlamp assy w/HID lamps w/o RST pkg	84582597	1	1,299.95	Incl.	
22		Aim headlamps				0.5	
23		RADIATOR SUPPORT					
24		Repl Radiator support	84366722	1	489.18	7.4	
25		Evacuate & recharge			m	1.4 M	
26		Add for trans cooler			m	0.3 M	
27		HOOD					
28		Repl Hood	84348410	1	1,250.00	1.1	3.3
29		Add for Clear Coat					1.3
30		Add for Underside(Complete)					1.6
31		Repl Latch assy	84690209	1	78.45	Incl.	
32		Repl Front seal	20963560	1	50.42	Incl.	
33		WINDSHIELD					
34	*	Repl Windshield GM, w/o heads up display w/o lane keeper	84352101	1	584.27	<u>0.0</u>	
35	#	Subl Install Windshield		1	125.00 X		
36	#	Repl URETHANE KIT		1	25.00		
37		FENDER					
38		Repl LT Fender Tahoe	84216909	1	840.00	2.6	2.2
39		Overlap Major Adj. Panel					-0.4

Preliminary Estimate

Customer: CITY OF MOBILE 76168

Job Number:

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

40		Add for Clear Coat					0.4
41		Add for Edging					0.5
42		Add for Inside					1.0
43	Repl	LT Fender liner Tahoe w/o Z71 pkg	22806316	1	109.12	Incl.	
44	Repl	LT Fender reinforcement	22814873	1	13.85	0.1	
45	Repl	LT Fender brace	22805755	1	29.78		
46	Blnd	RT Fender Tahoe					1.1
47	R&I	RT Fender liner Tahoe w/o Z71 pkg				0.3	
48	FRONT DOOR						
49	*	Rpr LT Door shell Tahoe & Yukon				<u>3.0</u>	2.1
50		Overlap Major Adj. Panel					-0.4
51		Add for Clear Coat					0.3
52	R&I	LT Belt molding black				0.3	
53	R&I	LT Upper molding black				0.2	
54	R&I	LT Applique				0.2	
55	R&I	LT R&I mirror				0.4	
56	R&I	LT Door glass GM Tahoe				0.5	
57	R&I	LT Window regulator				0.4	
58	R&I	LT Handle, outside body color, w/o chrome w/o passive				0.4	
59	R&I	LT R&I trim panel				0.4	
60	FRAME						
61	*	Repl LT Bumper bracket	23212858	1	127.03	<u>1.0</u>	
62		Repl LT Rail end	22833932	1	136.17	1.3 F	
63	#	Rpr Lt Frame Rail				3.0 F	
64	#	Rpr SET Up & Measure				2.0	
65	#	Rpr Rough Pull				3.0 F	
66	#	Rpr Remove Lettering				2.0	
67	#	Repl COVER CAR FOR PROTECTION		1	12.00 X		
68		OTHER CHARGES					
69	#	E.P.C.		1	5.00		
SUBTOTALS					9,018.93	41.0	17.6

Preliminary Estimate

Customer: CITY OF MOBILE 76168

Job Number:

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					8,876.93
Body Labor	30.0 hrs	@		\$ 70.00 /hr	2,100.00
Paint Labor	17.6 hrs	@		\$ 70.00 /hr	1,232.00
Mechanical Labor	3.7 hrs	@		\$ 90.00 /hr	333.00
Frame Labor	7.3 hrs	@		\$ 150.00 /hr	1,095.00
Paint Supplies	17.6 hrs	@		\$ 45.00 /hr	792.00
Body Supplies	41.0 hrs	@		\$ 3.00 /hr	123.00
Miscellaneous					137.00
Other Charges					5.00
Subtotal					14,693.93
Grand Total					14,693.93
Deductible					0.00
CUSTOMER PAY					0.00
INSURANCE PAY					14,693.93

MyPriceLink Estimate ID / Quote ID:

954084365275504640 / 105443610

THE ESTIMATE IS BASED ON VISUAL INSPECTION. ANY ADDITIONAL CHARGES FOR WORN OR DAMAGED PARTS WILL BE THE RESPONSIBILITY OF THE PAYING PARTY. ALL PARTS PRICES ARE SUBJECT TO CHANGE. PLEASE REMOVE PERSONAL ITEMS FROM YOUR VEHICLE. WE ARE NOT RESPONSIBLE FOR PERSONAL ITEMS LEFT IN VEHICLE.

THANK YOU FOR YOUR BUSINESS!

Customer: CITY OF MOBILE 76168

Job Number:

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GC15, CCC Data Date 05/16/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Transfer of Funds - Crusie Terminal FY 23 Port Security
2. Joint Budget Transfer Request - FY23PSGP

REVIEWERS:

Tiffany Levy
Brenda Rhodes
Tiffany Hollins
Chris Kern
Brandi Montgomery
Karen Williamson

R E S O L U T I O N

Sponsored by: Mayor Stimpson,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$21,500 be transferred from capital project C0397 (20002000.94070) Grant Match-Port Security to Project G-PDPORT23 (53095309.93030). These funds will be reallocated and used as match for the FY23 Port Security Grant.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 06/21/2024

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 21,500.00

FROM CAPITAL PROJECT#: C0397

CAPITAL PROJECT NAME: GRANT MATCH-PORT SECURITY

DEPT. PROJECT#: 6020

TO GRANT FUND PROJECT#: G-PDPORT23

PROJECT NAME: FY2023 PORT SECURITY GRANT PROGRAM

ACCT PROJECT STRING#: G-PDPORT23.FROMCAP


Employee signature


Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Transfer of Funds - Crusie Terminal FY 24 Port Security
2. Joint Budget Transfer Request - PSGP Grant Hold Account

REVIEWERS:

Tiffany Levy
Brenda Rhodes
Chris Kern
Brandi Montgomery
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$11,584.51 be transferred from capital project C0397 (20002000.94070) Grant Match-Port Security to Project G-OGMMATCH (50005000.93030). These funds will be reallocated and used as match for the FY24 Port Security Grant.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 06/21/2024

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 11,584.51

FROM CAPITAL PROJECT#: C0397

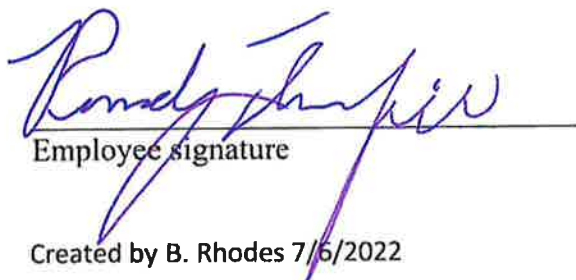
CAPITAL PROJECT NAME: GRANT MATCH-PORT SECURITY

DEPT. PROJECT#: 6020

TO GRANT FUND PROJECT#: G-OGMMATCH

PROJECT NAME: GRANT MATCH HOLDING ACCOUNT

ACCT PROJECT STRING#: G-OGMMATCH.FROMCAP


Employee signature
Created by B. Rhodes 7/6/2022


Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Transfer of Funds - MIT FY 23 Port Security
2. Joint Budget Transfer Request - MIT FY 23 Port Security
3. Email from Kearney Approving Transfer

REVIEWERS:

Tiffany Levy
Brenda Rhodes
Tiffany Hollins
Chris Kern
Brandi Montgomery
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$8,650.61 be transferred from capital project C0620 (20002000.94070) Grant Match-Port Security to Project G-PDPORT23 (53095309.93030). These funds will be reallocated and used as match for the FY23 Port Security Grant.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 06/21/2024

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 8,650.61

FROM CAPITAL PROJECT#: C0620

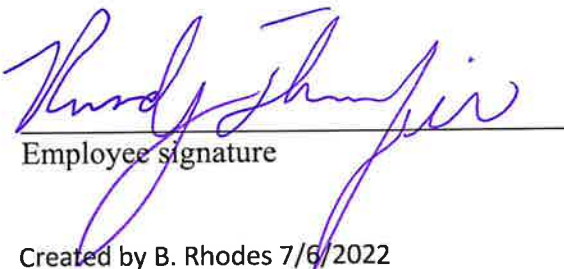
CAPITAL PROJECT NAME: IT TECHNICAL & INFRASTRUCT UPGRADES

DEPT. PROJECT#: 5000

TO GRANT FUND PROJECT#: G-PDPORT23

PROJECT NAME: FY2023 PORT SECURITY GRANT PROGRAM

ACCT PROJECT STRING#: G-PDPORT23.FROMCAP


Employee signature

Approval signature

Created by B. Rhodes 7/6/2022



From: Kearney, Scott <kearney@cityofmobile.org>
Sent: Monday, June 24, 2024 9:20 AM
To: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Cc: Angle, Laura <laura.angle@cityofmobile.org>; Todd, Ashley <ashley.todd@cityofmobile.org>
Subject: Re: Grant Match Transfer

I approve both transfers. Thanks.

Scott Kearney
Chief Technology Officer
City of Mobile, AL
(251) 208-7942
kearney@cityofmobile.org

From: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Sent: Monday, June 24, 2024 7:16 AM
To: Kearney, Scott <kearney@cityofmobile.org>
Cc: Angle, Laura <laura.angle@cityofmobile.org>
Subject: Grant Match Transfer

Scott,

Please review the attached resolutions. Please respond with your approval or disapproval. I will forward the documents and your email to Capital if approved.

Thank you.

Randy Threadgill
Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



Levy, Tiffany

From: Threadgill, Randy
Sent: Monday, June 24, 2024 11:51 AM
To: Mallory, Relya
Cc: Levy, Tiffany
Subject: FW: Grant Match Transfer
Attachments: Joint Budget Transfer Request - MIT FY 24 Port Security.pdf; Joint Budget Transfer Request - MIT FY 23 Port Security.pdf; Resolution - Transfer of Funds - MIT FY 23 Port Security.pdf; Resolution - Transfer of Funds - MIT FY 24 Port Security.pdf

Tis the approval line on this form internally used by Capital or should the approving department sign it? I was confused and that's why I asked for the email approval. If I need to get this signed by Scott Kearney before entering, please let me know.

Randy Threadgill

Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



From: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Sent: Monday, June 24, 2024 10:08 AM
To: Mallory, Relya <mallory@cityofmobile.org>
Cc: Levy, Tiffany <tiffany.levy@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>
Subject: FW: Grant Match Transfer

Relya,

Please see Scott Kearney's approval below. These joint budget transfer requests and resolutions will be uploaded into CivicPlus asap. I am sending these documents for your review.

Randy Threadgill

Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Transfer of Funds - MIT FY 24 Port Security
2. Joint Budget Transfer Request - MIT FY 24 Port Security
3. Email from Kearney Approving Transfer

REVIEWERS:

Tiffany Levy
Brenda Rhodes
Tiffany Hollins
Chris Kern
Brandi Montgomery
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$4,401.50 be transferred from capital project C0620 (20002000.94070) Grant Match-Port Security to Project G-OGMMATCH (50005000.93030). These funds will be reallocated and used as match for the FY24 Port Security Grant.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 06/21/2024

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 4,401.50

FROM CAPITAL PROJECT#: C0620

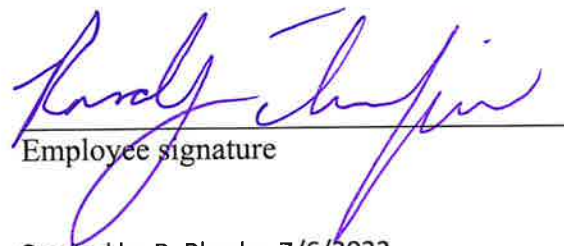
CAPITAL PROJECT NAME: IT TECHNICAL & INFRASTRUCT UPGRADES

DEPT. PROJECT#: 5000

TO GRANT FUND PROJECT#: G-OGMMATCH

PROJECT NAME: GRANT MATCH HOLDING ACCOUNT

ACCT PROJECT STRING#: G-OGMMATCH.FROMCAP


Employee signature

Approval signature

Created by B. Rhodes 7/6/2022



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Sent: Monday, June 24, 2024 9:20 AM
To: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Cc: Angle, Laura <laura.angle@cityofmobile.org>; Todd, Ashley <ashley.todd@cityofmobile.org>
Subject: Re: Grant Match Transfer

I approve both transfers. Thanks.

Scott Kearney
Chief Technology Officer
City of Mobile, AL
(251) 208-7942
kearney@cityofmobile.org

From: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Sent: Monday, June 24, 2024 7:16 AM
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Cc: Angle, Laura <laura.angle@cityofmobile.org>
Subject: Grant Match Transfer

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Thank you.

Randy Threadgill
Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



Levy, Tiffany

From: Threadgill, Randy
Sent: Monday, June 24, 2024 11:51 AM
To: Mallory, Relya
Cc: Levy, Tiffany
Subject: FW: Grant Match Transfer
Attachments: Joint Budget Transfer Request - MIT FY 24 Port Security.pdf; Joint Budget Transfer Request - MIT FY 23 Port Security.pdf; Resolution - Transfer of Funds - MIT FY 23 Port Security.pdf; Resolution - Transfer of Funds - MIT FY 24 Port Security.pdf

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Randy Threadgill

Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



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Sent: Monday, June 24, 2024 10:08 AM
To: Mallory, Relya <mallory@cityofmobile.org>
Cc: Levy, Tiffany <tiffany.levy@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>
Subject: FW: Grant Match Transfer

Relya,

Please see Scott Kearney's approval below. These joint budget transfer requests and resolutions will be uploaded into CivicPlus asap. I am sending these documents for your review.

Randy Threadgill

Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



CAPITAL CONTRACT SUMMARY SHEET

Contract# 5002



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

Gina Gregory, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with McCrory & Williams for engineering services.

Amount of Contract:

\$69,500.00

Funding Source

C0965

ATTACHMENTS:

1. 2024-3005-16 Spring Hill Ct. Retaining Wall Improvements (McCrory & Williams, Inc.) contract

REVIEWERS:

Jessica White

Nicholas Amberger

Brenda Rhodes

Chris Kern

Brandi Montgomery

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Spring Hill Ct. Retaining Wall Improvements COM Project: 2024-3005-16
(D-7)

PROJECT #: C0965 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$69,500.00

VENDOR NAME: McCrorry & Williams, Inc.

VENDOR NUMBER: 132093

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y N X X; 5% of the 1st 50% _____ or If different, indicate special rate _____

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

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

Prepared by: Jessica White Date 6/24/2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmember Gina Gregory

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

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

Name of Company: McCrory & Williams, Inc.

Project Name: Spring Hill Ct. Retaining Wall Improvements
COM Project#2024-3005-16 (D-7)

Estimated Cost: \$69,500.00

Adopted:

City Clerk



**SPRING HILL CT.
RETAINING WALL IMPROVEMENTS**

PROJECT NO. 2024-3005-16

ENGINEER:

McCRORY & WILLIAMS, INC.



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **McCRORY & WILLIAMS, INC.** (hereinafter called the "ENGINEER").

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

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

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

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

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

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

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **McCRORY & WILLIAMS, INC.**

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

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

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

PROJECT – SPRING HILL CT. RETAINING WALL IMPROVEMENTS, City of Mobile Project No. 2024-3005-16. This is for the engineering design and construction inspection of approximately 200 LF of retaining wall improvements and sidewalk construction. (See Exhibit A for approximate locations). **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents; advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

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

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

II. STANDARDS

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

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the

CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

1. Design Phase
2. Pre-Bid to Pre-Construction Phase
3. Construction Phase

A. DESIGN PHASE

1. General

- a. Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.
- b. Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final PROJECT.

2. Preliminary Engineering and General Requirements

- a. Obtain existing mapping, drainage system records, easement/right of way records and other relevant PROJECT records/documents
- b. Contact Alabama Line Locator service and individually contact all utility companies. Locate and survey all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.
- c. Omit
- d. Omit
- e. Provide cost estimates and alternatives for construction of the PROJECT.
- f. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.
- g. ENGINEER shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans, in plan and profile view, including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence.
- h. Prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm

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

- i. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the PROJECT bid package.
 - j. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required.
 - k. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The the PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.
 - l. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans and on the cover of final design calculations and on the cover of final design calculations.
 - m. Identify and obtain all permits required by federal, state and local agencies in order to complete the PROJECT.
 - n. Omit
 - o. Prepare a plan outlining specifications for any necessary subsurface explorations consisting of borings, lab-tests and reports as required for design of the PROJECT.
3. Design Surveys
- a. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed with design surveys, to obtain topographic, boundary survey and other information as required for design of the PROJECT. Existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for reference only and shall NOT be used or substituted by ENGINEER as field surveyed information. Design shall be

based on actual field surveys conducted by ENGINEER and not information compiled from above mentioned documents/files. The ENGINEER shall inspect the site to determine the required information needed for design, bidding, and construction of the PROJECT.

- b. Field stake the reference line within the existing or proposed rights of way at a maximum of 100-foot intervals. Reference points shall be established at maximum 1,000 foot spacing and at all changes in alignment.
- c. Perform a topographic survey along the proposed alignment of the PROJECT. All significant features within or adjacent to the PROJECT limits shall be located.
- d. Establish elevation benchmarks within existing and proposed rights of way at a maximum of 1,000 foot intervals. Bench marks shall be tied to USGS bench marks, or other approved elevation datum.
- e. Determine elevations at maximum 100-foot spacing and all significant points along the PROJECT. Cross-sections shall be taken at least every 100 feet; at curves; and at other critical locations, as needed for design. Cross-sections shall extend to the width of the proposed improvements or at least 50 feet on both sides at each cross-section.
- f. The mid-point of the proposed alignment shall be established as the centerline for stationing and plan/profile design with cross-section information, as required, shown as left or right of the centerline. An offset-line may be used, however, all information, including curves, offsets, etc., shall be based off the centerline and not the offset-line.

4. Right of Way and Easement Survey Requirements

a. Right of Way and Easement Surveys

- (1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.
 - (2) Permanent markers consisting of iron pipes embedded in concrete shall be installed to mark additional required right of way and easements at all corners and break points and other locations specified by the CITY ENGINEER.
- b. Existing right of way and Easement maps shall be submitted to the CITY ENGINEER no later than six (6) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:
- (1) Existing right of way, easements (temporary and permanent) and property lines.
 - (2) Edge of existing and proposed Channel/Roadway.

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

(4) Existing major drainage systems.

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

5. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the PROJECT before and after construction. Work shall include grading, drainage, inlet repair, base, patching, striping, and signing. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

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

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

a. Plans shall be submitted at four (4) stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

(1) **30% Design Submittal** (approximately 30% completion) shall be made **Eight (8) weeks** after the Notice to Proceed is received by ENGINEER. Plans will include details of field surveyed information such as topography, trees, drainage structures, all utilities, drainage area delineations, patterns and capacity calculations, property lines and

owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Detailed information for proposed design shall include: preliminary alignment, preliminary drainage design evaluation, design parameters, topographic information, proposed rerouting of utilities, temporary and proposed permanent easements and potential problems. Plans shall be provided to each utility at this time.

- (2) **60% Design Submittal** (approximately 60% completion) shall be made **Eight (8) weeks** after 30% comments are received by ENGINEER. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, earthwork cross-sections, Traffic Signalization plan sheets, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans.
 - (3) **90% Design Submittal** (approximately 90% completion) shall be made **Eight (8) weeks** after 60% comments are received by ENGINEER. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost estimates will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.
 - (4) **100% Design Submittal** (Issued for Bid Package) shall be made **Six(6) weeks** after 90% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 90% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.
- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
 - c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

- d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the “As Built” plans submitted for final acceptance of the PROJECT.
- e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY’s sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.
- f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER’s standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

B. PRE-BID to PRE-CONSTRUCTION

- 1. Upon approval of the bid package and if requested from the CITY, an “Invitation for Bids” will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:
 - a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.
 - b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
 - c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly**

licensed. A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

- d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.
- e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.
- f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
- g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.
- h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

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

are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

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

- a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.
- c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

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

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications.

Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

- b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
- e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
- h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- i. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.
- j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to

be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.

1. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

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

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

- b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

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

plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.

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

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

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

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

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

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

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

V. BASIS OF PAYMENT

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

A. CONTRACTED SERVICES

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

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 30% of this CONTRACT shall not exceed \$10,000.00 (Ten Thousand Dollars and Zero Cents).
 - b. Based on the results of the 30% submittal review, ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this Agreement. Payment for work performed in Section III.A through 60% Design completion shall not exceed \$10,000.00 (Ten Thousand Dollars and Zero Cents).
 - c. Based on the results of the 60% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 90% of this CONTRACT shall not exceed \$10,000.00 (Ten Thousand Dollars and Zero Cents).
 - d. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed \$3,500.00 (Three Thousand Five Hundred Dollars and Zero Cents). Payment for work performed in Section III.B of this CONTRACT shall not exceed \$1,500.00 (One Thousand Five Hundred Dollars and Zero Cents).

- e. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$29,500.00 (Twenty-Nine Thousand Five Hundred Dollars and Zero Cents).
- f. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

- 1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$5,000.00 (Five Thousand Dollars and No Cents).
- 2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$69,500.00 (Sixty-Nine Thousand Five Hundred Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. **INDEMNIFICATION**: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or

other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

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

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

1. Professional Liability Insurance:

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

2. Workers' Compensation/Employer's Liability:

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

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

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

3. Comprehensive General Liability Insurance:

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

- b. Limit of Liability: \$1,000,000 combined single limit of liability each

occurrence bodily injury or property damage.

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

4. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

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

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for

employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

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

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

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

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

McCRORY & WILLIAMS, INC.

By: Carah Vuncannon

Print: CARAH Vuncannon

Its: President

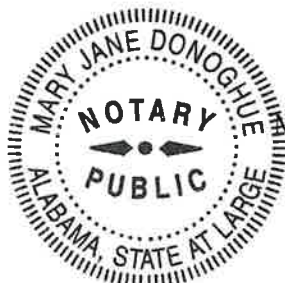
Address: 3207 International DR.
Suite C
Mobile, AL 36606

Telephone: 251-476-4720

STATE OF ALABAMA
CITY OF MOBILE

I, MARY JANE DONOGHUE a Notary Public in and for said State and County, hereby
certify that CARAH Vuncannon, whose name as President of
McCrory & Williams, Inc. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 18th day of June, 2024.



Mary Jane Donoghue
NOTARY PUBLIC

My Commission Expires: 8-05-2024

EXHIBIT A: PROJECT LOCATION

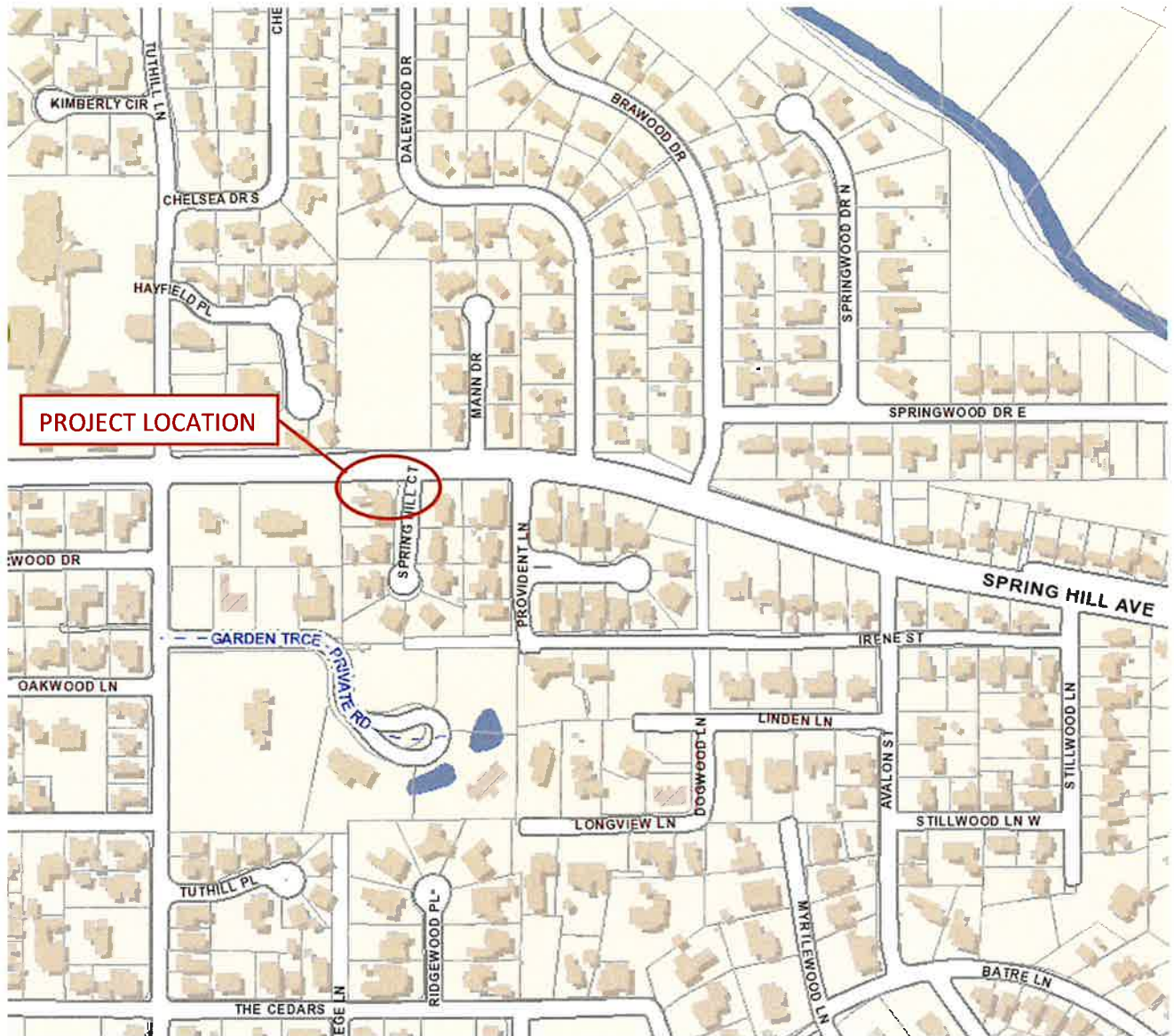


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **SPRING HILL CT. RETAINING WALL IMPROVEMENTS**, City of Mobile Project No. **2024-3005-16**.

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be \$450,000.00 [**Four Hundred Fifty Thousand Dollars and No Cents**].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (design and construction phases) to be paid the ENGINEER shall not exceed \$69,500.00 [**Sixty-Nine Thousand Five Hundred Dollars and No Cents**], unless authorized by the CITY.

CITY DISTRICT: District 7

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

McCrary Williams
INCORPORATED
Engineers Surveyors

HOURLY RATE SCHEDULE 2024

PRINCIPAL	\$170.00 PER HOUR
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$155.00 PER HOUR
PROJECT ENGINEER / SENIOR ENGINEER	\$145.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	\$140.00 PER HOUR
ENGINEER	\$125.00 PER HOUR
ENGINEERING INTERN / SENIOR ENGINEERING TECHNICIAN	\$105.00 PER HOUR
SENIOR CADD TECHNICIAN / EASEMENT TECHNICIAN	\$85.00 PER HOUR
ENGINEERING TECHNICIAN	\$100.00 PER HOUR
SENIOR SURVEY TECHNICIAN	\$85.00 PER HOUR
SURVEY TECHNICIAN / SURVEY CADD TECHNICIAN	\$70.00 PER HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	\$95.00 PER HOUR
CONSTRUCTION REPRESENTATIVE	\$80.00 PER HOUR
<u>SURVEY CREW</u> 2-MAN CREW 3-MAN CREW 4-MAN CREW 5-MAN CREW	 \$135.00 PER HOUR \$165.00 PER HOUR \$185.00 PER HOUR \$220.00 PER HOUR
CLERICAL	\$65.00 PER HOUR
MILEAGE	\$.67 PER MILE

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase\$35,000.00

Construction Phase\$29,500.00

Base Contract Amount **\$ 64,500.00**

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

Total Contract Amount including Additional Services **\$ 69,500.00**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/19/2024

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 RSC Insurance Brokerage, Inc. 2081 Columbiana Road Birmingham AL 35242		CONTACT NAME: Jackie Murk PHONE (A/C, No, Ext): E-MAIL ADDRESS: jmurk@risk-strategies.com INSURER(S) AFFORDING COVERAGE INSURER A: Beazley America Insurance Company, Inc. NAIC # 16510	
INSURED McCroly & Williams, Inc. 3207 International Dr. Suite G Mobile AL 36606		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

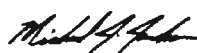
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		Y	C19478230901	08/08/2023	08/08/2024	Each 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: Spring Hill Ct. Retaining Wall Improvements
Project No.: 2024-3005-16

Waiver of Subrogation applies in favor of City of Mobile.
Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
These provisions must be required and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P.O. Box 180249 Mobile AL 36618-0249	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/2024

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  Lad Drago Insurance and Financial Services 7623 Spanish Fort Blvd Spanish Fort AL 36527	CONTACT NAME: Lad Drago PHONE (A/C, No, Ext): 251-626-1237 FAX (A/C, No): 251-243-4174 E-MAIL ADDRESS: Lad@LadDragoInsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: State Farm Mutual Automobile Insurance Company	
INSURER B: State Farm Fire and Casualty Company	
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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	93-B1-Y007-7	08/08/2023	08/08/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	214 0201-B21-01	02/21/2024	08/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					091 4410-D01-01	04/01/2024	10/01/2024	BODILY INJURY (Per person) \$
					070 7349-C10-01	03/10/2024	09/10/2024	BODILY INJURY (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			93-38-0297-8	08/08/2023	08/08/2024	PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	93-C3-N402-6	08/08/2023	08/08/2024	PER STATUTE ☒ OTH-ER ☐ \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	AUTOMOBILE LIABILITY Autos (Additional Policies)	Y	Y	413 5975-D10-01 & 3926159	10/10/2023	10/10/2024	Combined Single Limit 1,000,000	

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

Product Description: Springhill Ct, retaining wall improvement

Project No.: 2024-3005-16

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 PO Box 1827 Mobile AL 36633-1827	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.
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EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

		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.																																													
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PRODUCER		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>				CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:																																			
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)																																													
Project Name: Project Number: 200x-3005-xx 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).																																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> CERTIFICATE HOLDER City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827 </td> <td style="width: 50%; vertical-align: top;"> 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 </td> </tr> </table>						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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STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared CARAH VUNCANNON (affiant) who, being duly sworn says as follows:

President/CEO of McCRODY & Williams, 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 McCRODY & Williams, 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 McCRODY & Williams, Inc is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 521538

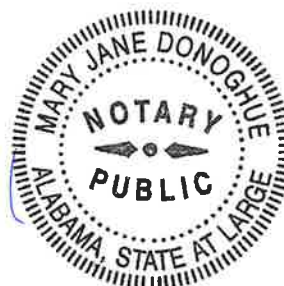
Carah Vuncannon

CEO of McCRODY & Williams, Inc

Sworn to and subscribed before me this the 18th day of June, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Mary Jane Donoghue
Signature and Seal of Notary Public





Alabama Secretary of State



McCrory & Williams, Inc.	
Entity ID Number	000-038-882
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	09/09/1975
Registered Agent Name	WILLIAM E. WILKERSON
Registered Office Street Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Registered Office Mailing Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Nature of Business	CONSULTING ENGINEERS
Capital Authorized	\$11,000
Capital Paid In	\$2,000
Incorporators	
Incorporator Name	MCCRORY, WILLIAM C
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	WILLIAMS, RICHARD J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCCRORY, MARY PEAVY
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 2024
Transactions	
Transaction Date	06/10/1977

McCrory & Williams, Inc.	
Legal Name Changed From	McCrory & Associates, Incorporated
Transaction Date	12/15/1997
Registered Agent Changed From	* Added
Transaction Date	04/19/1999
Capital Amounts Changed From	\$1,000 Authorized \$1,000 Paid In
Transaction Date	04/19/1999
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	08/17/2021
Registered Agent Changed From	WILLIAMS, RICHARD J 2477 COMMERCIAL PARK DR MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/15/1997 Registered Agent Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Capital Amounts Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	08/17/2021 Registered Agent Change 2 pgs.

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[New Search](#)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archmike.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: McCoy & Williams Inc Contract Start Date: _____

DESCRIPTION: Spring Hill Ct. Retain Wall Improvements 2024-3005-16 Estimated Completion Date: _____

This report is for the month of: JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

(CHECK ONE): ☒ YES ☐ NO

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)
\$ 69,500.00	\$	\$	\$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
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: CARAH VINCIGUERRA

SIGNATURE: President (Title) 1/1 (Date)



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archie.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: ArchieKidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	McCree & Williams, Inc
Address	3207 International Dr. Suite C Mobile AL 36606
Telephone	251-476-4720
E-Mail	cvuncannon@mcwinc.com

RFP/RFQ Solicitation Number	2024-3005-16
Project Description	SPRING HILL Ct. Retaining Wall Improvements
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 22 Female 6 Minority 3 Non-minority 25 SDVO
Total # of Employees	28

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CARAH VUNCANNON
Signature: Carah Vuncannon Date: 6/18/2024
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: Santa Finch Title: DBE Coordinator
Email: sfinch@mcwinc.com Phone: 251-476-4720



FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

FORM 1: Background and Plan (Cont'd)

Date:

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: McCreary & Williams, Inc.

Contact Person: CARAH VANCE Phone 251-476-4720 Email c.vance@mcwin.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
☐	☐	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
☐	☐	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
☐	☐	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☐	☐	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☐	☐	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
☐	☐	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
☐	☐	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract. Please indicate additional efforts you have taken to recruit and engage DBEs. _____



Company ID Number: 521538

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and McCrory & Williams, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 521538

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



Company ID Number: 521538

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9

- process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

Company ID Number: 521538

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Company ID Number: 521538

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

Company ID Number: 521538

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

Company ID Number: 521538

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



Company ID Number: 521538

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 521538

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 521538

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 521538

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **McCrorry & Williams, Inc.**

Teresa Dorriety

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/16/2012

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/16/2012

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **McCrorry & Williams, Inc.**

Company Facility Address: **3207 International Drive, Suite G**

Mobile, AL 36606

Company Alternate
Address:

County or Parish: **MOBILE**

Employer Identification
Number: **630697109**



Company ID Number: 521538

North American Industry
Classification Systems
Code: **541**

Administrator:

Number of Employees: **20 to 99**

Number of Sites Verified
for: **2**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Teresa B Dorriety**
Telephone Number: **(251) 476 - 4720**
E-mail Address: **tdorriety@mcwinc.com**

Fax Number: **(251) 476 - 4721**



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

Nicholas Amberger

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Cory Penn, Councilmember

Mayor Stimpson

Purpose and Scope of Project:

Grant a permanent easement to Alabama Power to provide new underground service to 2442 N. Ridge Rd, as shown in yellow on attached drawing.

Amount of Contract:

N/A

Funding Source

ATTACHMENTS:

1. RES APCO Ridge Rd N
2. AL Power Esmt & Sketch Ridge Rd

REVIEWERS:

Rhonda Lewis

Carleen Stout

Geoffrey Alexander

Chris Kern

James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Member Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an easement, to ALABAMA POWER COMPANY as set out in W.E. #A6553-06-AL24, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS, needed for ALABAMA POWER COMPANY to provide new underground service to 2442 N. Ridge Rd., as shown in yellow on attached drawing.

Adopted:

City Clerk

EASEMENT - DISTRIBUTION FACILITIES
STATE OF ALABAMA
COUNTY OF MOBILE
W.E. # A655306AL24

Parcel No. 72301444

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2024, by and between the City of Mobile, Mobile, Alabama, a municipal corporation, hereinafter known as Grantor and Alabama Power Company, a corporation, hereinafter known as Grantee:

WITNESSETH:

WHEREAS, the City, being the owner of the land or easements and rights of way with respect thereto more particularly described as follows:

LOT 12 BLK A CEDAR RIDGE SUBD MBK 5 P 287-288 #SEC 44 T4S R1W #MP29 02 44 0 028 **Parcel Number: 2902440028014.000** The location of the right of way conveyed herein is generally shown on the Company's drawing attached hereto and made a part hereof but shall be more precisely determined by the actual location(s) as installed. **New facilities as highlighted in yellow on the Engineer's drawing.**

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easements upon the terms and conditions hereinafter set out;

NOW, THEREFORE,

In consideration of the sum of One and No/100 (\$1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for, **Overhead and/or Underground**. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, translosures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

Location of the easements herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No. # A655306AL24** marked as Exhibit "A" attached hereto and made a part hereof.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

Subject to the following conditions, the Power Company shall construct, operate and maintain said electric power transmission lines and communication service at the location hereinabove designated in accordance with the following:

A. Grantee shall defend, indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above described work on the premises.

B. The said facilities shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property. At any time, such specifications are not being met because of the construction, operation and maintenance or presence of said electric power facilities and communication service, then the Power Company shall within 30 days after notice that such specifications are not being met, construct, operate and maintain said facilities in accordance with such specifications or pay to the City the cost of rebuilding such electrical facilities and improving the City's property so that such specifications are being met.

C. The Power Company shall construct, operate and maintain said electric power facilities and communication facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

D. The Power Company and the City shall use extreme caution in operating machinery and equipment across said lands in order to assure adequate clearance between the machinery and the high voltage conductors.

E. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a condition satisfactory to the City.

F. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Power Company's facilities so constructed, hinder, or interfere with the City's ingress and egress for the proper use of its land, easements and rights of way or for the operation and maintenance of its facilities, then the Power Company shall make the necessary provisions to eliminate same.

G. The Power Company shall promptly notify the City of any unusual or hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.

H. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities, all rights granted herein shall revert to the City.

I. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.

J. Grantee shall repair any damage to Grantor's drainage system to the extent such damage is caused by Grantee's use of said Easement.

K. Grantee, during the construction or maintenance of its facilities, shall not materially interfere with maintenance operations of Grantor.

L. Grantee, acting pursuant to this Easement, shall comply with all laws, rules and regulations, Federal, State or local, applicable to Grantee's use of said Easement.

M. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, P. O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to

Alabama Power Company, P. O. Box 2247, Mobile, Alabama 36652-2247.

TO HAVE AND TO HOLD the same to the said Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by _____, as its Mayor and attested by _____, as its City Clerk, and its corporate seal to be hereto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the _____ day of _____, 2024.

W.E. # A655306AL24

Attest:

CITY OF MOBILE,
A MUNICIPAL CORPORATION

It's City Clerk

By: _____
Its: Mayor

ALABAMA POWER COMPANY

By: Blake Jarrett
Its: Team Leader

STATE OF ALABAMA
COUNTY OF MOBILE

I, Erica Maize, a Notary Public, in and for said County in said State, hereby certify that Blake Jarrett, whose name as Team Leader of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 13th day of June, 2024.



Erica Maize
Notary Public-State at Large
My Commission Expires: _____

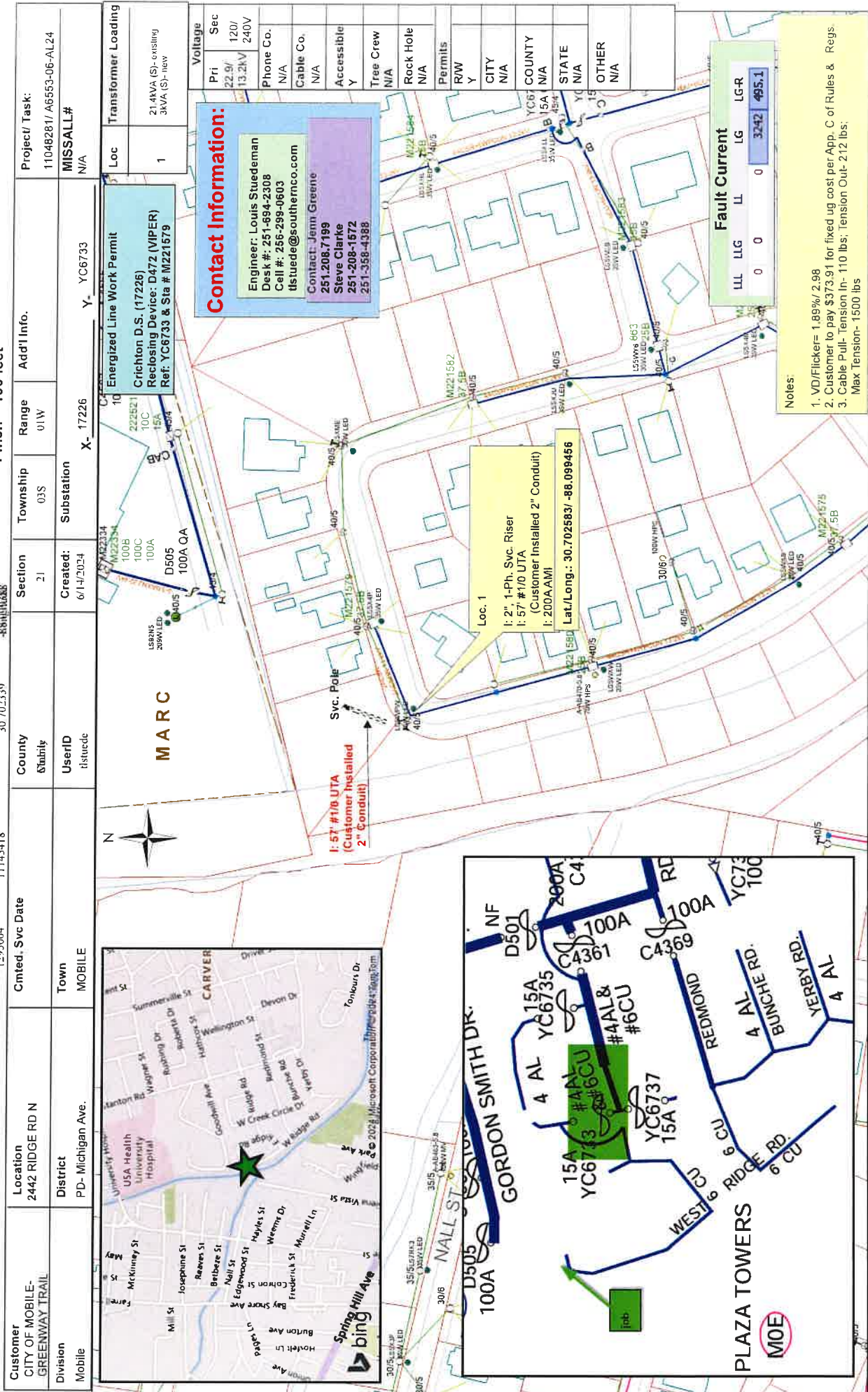
My Commission Expires
August 11, 2025

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1295004
11145418

Map Center Lat/Long: 30.702339
-88.099456

1 inch = 100 feet





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 2, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_vacation feeWAIVED

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Councilmember Josh woods

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of a portion of a service road and City right-of-way located at Knollwood Drive and Medical Park Drive, as per Resolution **47-571** is hereby waived.

Adopted:

City Clerk

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 **Quality Care On Wheels, 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 **July 16, 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 Quality Care on Wheels, LLC, for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, DASHONDA THOMAS, individually or on behalf of Quality Care on Wheels LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Dashonda Thomas / Quality Care on Wheels, LLC (owner)

Mobile Business Address: _____

Telephone: _____ Trade Name (d/b/a): _____

II. Business Information

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

Birthdate: _____ SSN: _____

Address _____ City _____ State _____ Zip _____
code

Telephone Number _____ Driver's License #: _____

Residing in Mobile County: Years: 33 Months: 4

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X 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, and etc.

Name Title Address Amount of Stock Held (if any)

Deshonda Thomas (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

None

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

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

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Monday - Friday 0600 - 1800

How many vehicles (carriages) do you intend to operate? 1

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Honda Year: 2015 Model: Odyssey
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Dashonda Thomas
Applicant's Signature

NAME OF ENTITY:

Quality Care Wheels, LLC

By: Dashonda Thomas
Its OWNER

SWORN TO AND SUBSCRIBED BEFORE ME THIS
26th DAY OF June, 2024

Lorraine Shirley
Notary Public My Commission Expires
April 5, 2027

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: THOMAS, DASHONDA SHERMONIQUE

Address:

Nick Name:

Phone: -----

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 33

Weight: 190

Eyes: BROWN

Height: 5'04"

Facial:

Hair: BROWN

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State: AL

DL #: -----

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: Ru

DATE: 6-26-24